

**Shipping Terms / Incoterms / Logistics Value Added Services (L-VAS)
with Export Note (rev 040124)**

Region	Ship to Location	Incoterms	LVAS / Freight Terms	Delivery Point	Title Transfer	Risk of Loss or Damage Transfers (i.e., Incoterms Delivery Point)	Fee
Americas	USA	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Availability at Address Indicated on PO	Availability at Address Indicated on PO	Handling Fee
	Canada	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		DAP (Import Point)	Economy or Premium / Prepay & Add	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Handling Fee
	CALA	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
EMEA	EU except UK and Non-EU Countries	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		*DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Availability at Address Indicated on PO	Handling Fee
	UK	FCA Delivery Point	Prepay & Add	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Availability at Address Indicated on PO	Availability at Address Indicated on PO	Handling Fee
	Non - EU Countries	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		DAP (Import Point)	Economy or Premium / Prepay & Add	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Handling Fee
APAC	All Countries Except AU, MY, VN	FCA Origin (see "Origin" Note below)	Collect	Juniper Designated Origin Site	Juniper Designated Origin Site	Juniper Designated Origin Site	No Fee
	All APAC Countries	FCA Delivery Point	Collect / Prepay & Add	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee for all Countries Except CN, MY, VN
	AU	FCA Delivery Point	Prepay & Add	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Availability at Address Indicated on PO	Availability at Address Indicated on PO	Handling Fee
	IN	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Inclusive
	All Countries except HK, AU	DAP (Import Point)	Economy or Premium / Prepay & Add	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Handling Fee
Notes	AU = Australia, CALA = Caribbean and Latin America Region, CN = China, HK = Hong Kong, IN = India, MY = Malaysia						
	Inclusive = For India (IN) shipments on FCA DC Terms, the freight cost for the Logistics Value Added Services (L-VAS) program is included in the prices set for in the India Price List						
	All Shipments must be "picked-up" within 48 Hours of notification on FCA Origin, FCA Delivery Point						
	"Origin" Note: "Origin" shall be Hong Kong for APAC customers purchasing product sourced from Juniper's Mexico contract manufacturer and Juniper Direct Fulfillment Center in Milpitas, California. For all other cases, "Origin" will be at a Juniper-designated port near sourcing manufacturer facility.						
	*DDP Must have approval from Tax, Legal, and Logistics prior to offering this Incoterm						
	* Cross-Dock Locations APAC = Hong Kong EMEA = Amsterdam UK = London IN = India AU = Australia US = San Francisco, Laredo, El Paso						

Version: December 2021 with revised Export Note 040124

Shipping Terms Attachment: Export Note:

Juniper Trade Compliance Procedures for Customers (rev 040124)

As part of any Agreement between You and Juniper that either attaches or references this Export Note or Juniper's form Shipping Exhibit to which the Export Note is attached. Appendix A provides definitions of the capitalized terms used in this Export Note. The terms of this Export Note apply to all Customers (whether End-Users or Channel Partners) except for those sections or subsections whose scope is expressly limited as indicated in (red) the beginning of the text. Refer to the Glossary attached for definitions of most capitalized terms. All others are as defined in the JPLA.

1. General Duty of Compliance with Export and Economic Sanctions Laws.

- a. You shall comply with all applicable Trade Laws concerning any Related Transactions in which You are a Participant. You acknowledge and agree that Juniper Solutions can include commodities, software, and technology controlled under various Trade Laws, that among such Trade Laws, US export control laws apply not only to initial Exports of them but also to all downstream exports or re-exports of them regardless of where the item is then located, and regardless of who the exporter is or where it has residence.
- b. By accessing or using any Juniper Commodity, Software, Technology, or Online Resource, or by requesting or accepting any Juniper Services, You represent, warrant, and agree that you are NOT a Sanctioned Party, that you are not located in any Embargoed Country or Region, and that You have not received or obtained access to any Juniper Solution including any Online Resource from a party that is not either an authorized Juniper Channel Partner or Juniper itself or in a Transfer that you have any reason to believe might directly or indirectly involve or have involved an Export in violation of any applicable Trade Laws.

2. General Compliance Responsibilities.

- a. Embargoed Country or Region Screening, Sanctioned Parties Screening, End Use Verification, and other Customer Due Diligence Responsibilities. (*Applies only to Channel Partners.*) You shall be responsible for maintaining Your adequately trained and experienced trade compliance staff. Using that staff, You shall administer export and import compliance controls to meet industry standards of good international trade compliance practice among companies engaged in a high volume of international trade in network equipment, software, and services.

- b. Your Duty to Refrain From Participating In Unlawful Transactions. You shall not engage, directly or indirectly, in any of the following, and You shall not facilitate, assist, support, or conceal another Person in engaging in any of the following:

- i) any diversion of any Juniper Solution to or for use by anyone other than the End-User either (A) identified in the purchase order placed with Juniper or (B) in the case of a Distributor under authorization provided by Juniper, reselling stockable Juniper Commodities to the End User identified by Distributor in a POS report furnished to Juniper as required under the Juniper General Policies and Expected Practices for Distributors;
- ii) any Transaction by or for (A) any Person located in or acting for anyone located in an Embargoed Country or Region or (B) any Sanctioned Party;
- iii) use of any Juniper Solution for the benefit of any Person other than the End-User;
- iv) use of or access to any Juniper Solution (including any related Online Resources) by anyone other than the End-User except as otherwise expressly authorized by Juniper; or
- v) any Prohibited Use, including any violation of applicable Trade Laws.

- c. Due Diligence Responsibilities of Channel Partners. (*Applies only to Channel Partners.*) You shall not engage in any Transaction unless You have first conducted all reasonable Due Diligence with respect to the Related Transactions and the Participants therein.

- i) Your Due Diligence duties include making all inquiries and obtaining all verifications reasonably sufficient to support a conclusion that no violation of Trade Laws will occur, is occurring, or has occurred. Due Diligence requires the resolution of all trade compliance red flags (a red flag being facts or circumstances that would raise doubt in the mind of a reasonable person as to whether all Transactions in a set of Related Transactions will be conducted in compliance with all applicable Trade Laws.)
- ii) At a minimum, You must collect sufficient information to eliminate any reason to suspect that either:

- (A) You might not have identified, to the extent then reasonably identifiable or knowable, the correct End-User or any other Participants in any of the Related Transactions, their correct role(s) in the Transactions, their location, their contact information, the intended End Use of the subject Juniper Solutions, and the general nature of the Participants' respective business or institutional purposes and operations; or
- (B) Any events or circumstances listed in clauses i) through v) of subsection 2.b, above, have occurred or will occur in or apply to any of the Related Transactions.

- d. Duty to Notify. (*Applies only to Channel Partners.*) If at any time, whether before or after any Transaction, You learn facts that give You reason to suspect that any such

Transaction was conducted either in violation of applicable Trade Laws or in a manner inconsistent with the information on which You based Your conclusion that the Transaction would proceed consistently with all applicable Trade Laws, then You shall immediately notify Juniper Trade Compliance in writing. In cooperation with Juniper, you shall take all measures feasible to prevent any violation.

- e. Furnishing Forms, Questionnaires, Certificates, and Other Information to Juniper. In connection with any Related Transactions in which You are a Participant, You shall cause to be promptly completed and furnished to Juniper all forms, questionnaires, certificates, and other information that may be requested by Juniper Trade Compliance or called for under any Juniper Trade Compliance policies or procedures.

- f. Juniper Solution Registration and Installation Site Accuracy. You shall promptly register (whether online or by opening a JTAC Case requesting such registration) all Juniper Solutions to which You are entitled to support services under warranty not yet expired or is covered under active Support Services contract and identifying the holder of rights to support of such Juniper Solution, its SKU, and either (i) in the case of a tangible product, its serial number, and complete address of its installation location; or (ii) in the case of a non-embedded intangible product (whether software or activation key or otherwise), its license, service contract or subscription I.D. number and the name and location of public or private data centers (and, if applicable, the name and location of the cloud services provider(s)) through which one can access the functionality of the item.

- g. Export and Import Licenses and Permits. (*Applies only to Customers purchasing directly from Juniper.*) Subject to conditions set forth in clauses 2.g.i) through 2.g.iii), below, if You place a purchase order on Juniper for a Juniper Solution and if applicable contract terms place the responsibility on Juniper for handling all export formalities, then Juniper shall be responsible for applying for those Export licenses and authorizations and for fulfilling such other Export formalities required of Juniper as Seller under applicable Incoterms but only for Export from the country of the named place of delivery to the destination specified in the purchase order. Despite the above, however,

- i) Juniper shall have no duty (and no liability for failure) to apply for any export license for an Export of (and may withdraw any license application filed and cancel or revoke prior acceptance of any purchase order for) any Juniper Solution in connection with any Related Transactions as to which Juniper believes or has reason to believe either:

- (A) That any Participant in any Related Transactions associated with such purchase order is a Sanctioned Party;
- (B) That the headquarters or any direct or indirect parent entity or association, or any transshipment point, intermediate consignment location, any ship-to location, or the intended installation site or place of use will be or is likely to be in an Embargoed Country or Region;
- (C) where the facts and circumstances of any of the Related Transactions are such that competent authorities would likely reject an application for any required license or would review it under a policy or presumption of denial; or
- (D) any information furnished to Juniper by You or any other Participant in any Related Transactions is false, misleading, or incomplete.

- ii) Juniper may, without liability, suspend fulfillment for any Transaction if Juniper determines that any condition of lawful Export has not been met. If Juniper reasonably determines that any conditions necessary to enable lawfully going forward with the Transaction are unlikely to be met without unacceptable risk of violation of any legal requirement, then Juniper may, by notice to You and without further liability, terminate the portion of the Purchase Order that it cannot lawfully deliver against or otherwise fulfill.

- iii) Notifying Juniper of incorrect or obsolete documentation or other information. You acknowledge and agree that Juniper shall be entitled to rely on the accuracy and completeness of all documentation and information that You may furnish Juniper or its Channel Partners. You warrant, represent, and agree that all such documentation and information will be accurate, complete, and current at delivery time. You shall immediately contact Juniper if either (A) any such information or documentation may become incomplete, misleading, or inaccurate due to a change in facts or circumstances, or (B) it discovers that any such information or documentation was incomplete, misleading, or inaccurate when originally furnished to Juniper.

- h. Your Responsibility To Obtain All Required Export Licenses And Permits. Except for an export shipment to which Juniper has export license responsibilities under subsection 2.f, above, and except as may otherwise be expressly provided, You shall have sole responsibility to comply with U.S. re-export controls and other applicable Trade Laws, including to apply for and obtain all export and import licenses, authorizations, and permits required under any Trade Laws concerning any clearance or other entrance or exit of

Juniper Solution into or out of a country. You shall also be solely responsible for notifying Your downstream Transferee of the re-export license requirements under U.S. Trade Laws that follow the Juniper Solution on its re-export. You shall also be responsible for fulfilling all conditions and abiding by all restrictions and reporting requirements imposed under all such licenses, authorizations, and permits.

i) **No Duty to Import.** Except as may otherwise be agreed between You and Juniper, Juniper shall have no responsibility to apply for any import licenses or importation of Juniper Solution into the country of any intermediate consignee, into the country of the Incoterms "named place" of destination or of the Ship-to location, as applicable, or for paying costs of importation or for duties, taxes or other fees or charges related to any such importations.

i. **Late Changes to a Purchase Order. (Applies only to Customers purchasing directly from Juniper.)** Juniper reserves the right, at its option, to cancel any purchase order (or require submission of a revised purchase order) if You request Juniper to fulfill such order (including the manner or place of delivery or change of intermediate or ultimate destination or consignee or change of any Participant in the Related Transactions) in a manner or under terms inconsistent with the terms and contents of the original purchase order or contrary to any Trade Laws.

j. **Forwarder Identification by Customer; Approval by Juniper. Post-acceptance Changes. (Applies only to Customers purchasing directly from Juniper.)**

i) **"C" Terms and "D" INCOTERMS.** If delivery terms under a purchase order that You place with Juniper are CPT <from the delivery point to named place of destination> or DUP or DPU <named place of destination port of entry, not cleared by the seller into destination country> (see "Juniper Shipping Terms" posted on the Juniper public website under Legal Notices at [juniper-networks-shipping-terms-exhibit.pdf](#)), Juniper shall select the forwarder responsible for the transport of any Juniper Commodity to the final destination (or designated ship-to location, as applicable); provided, however, that You shall be responsible for identifying and giving contact information for Your customs broker(s) appointed to handle clearance of such Juniper Commodity through customs in the country in which the facilities of any identified intermediate consignee are located, if applicable, and for clearance through customs in the country of the ship-to address (that is, final destination).

ii) **"F" INCOTERMS.** If delivery terms under a purchase order that You place with Juniper are FCA <named place of delivery other than the final destination (ship-to address)> (see "[Juniper Shipping Terms](#)"), then You shall designate Your preferred forwarder in any purchase order submitted to Juniper that includes Juniper Commodity for delivery under FCA; PROVIDED, however, that:

(A) Juniper reserves the right to reject a purchase order (and reserves the right to revoke acceptance of a purchase order) that either (A) fails to name a forwarder (or fails to provide the forwarder's contact information, including street address in the metropolitan area in which the "named place of delivery" is located) or (B) names a forwarder that Juniper has not already approved in writing for the specific Transaction associated with the purchase order.

(B) Without separate notice to You, Juniper may accept such purchase order and waive revocation of its acceptance without prejudice to any other remedy it may have. In doing so, however, Juniper reserves the right to select another reputable, experienced independent forwarder of Juniper's choice.

(1) In such case, Juniper may require that You arrange with such forwarder for transportation of the Juniper Commodity to the ship-to location identified in the purchase order and shall remain responsible for payment of freight costs, duties, taxes, and other charges associated with such transportation, as well as procurement of and payment for any cargo insurance You elect to purchase.

(2) Alternatively, Juniper may arrange with such Juniper-selected forwarder and prepay and add freight costs to the shipping destination (or prepay such costs and add to its invoice the then standard "LVAS fee" referenced in the "[Juniper Shipping Terms](#)").

(C) In no event under any of the alternatives described above shall the forwarder be deemed Juniper's agent, nor shall Juniper accept any risk of loss or damage after "delivery" (as defined under the applicable Incoterm) of a Juniper Solution, nor shall Juniper be deemed responsible for any import clearance, or payment of duties or taxes on importation, nor any broker fees nor furnishing of documentation required for importation into the destination country (except to the extent applicable incoterms assign it such responsibility).

(D) Juniper's election of any such alternative shall not alter the applicable Incoterms. The forwarder's delivery to the final destination shall depend upon Your, and Incoterms "delivery" shall still be deemed to occur at the FCA named place of delivery.

iii) You may request Juniper to accept a change in forwarder only by written notice with the name and address of the replacement forwarder, and only then if Juniper, at its discretion, consents in writing to the change.

iv) Juniper reserves the right to select the freight forwarder if, at its discretion, it deems it appropriate to minimize diversion risk (or other trade compliance risk) or if You fail to name a forwarder as required in this subsection. In such case, You shall fully cooperate with the forwarder and ensure that Your agents and contractors cooperate fully. You shall be solely responsible for payment of the forwarder (or, if Juniper elects to advance payment of freight and handling to the forwarder, to reimburse Juniper all such costs and fees). In no event shall the forwarder or its carrier be deemed an agent of Juniper, even if Juniper selects the forwarder. You shall defend, indemnify, and hold harmless Juniper and its agents and employees from any loss, liability, claims, or damages arising out of or relating to loading, transport, routing storage, or customs clearance of Juniper Commodity after loading at the named place of delivery. Juniper shall have no liability or responsibility for loss, damage, theft, or delays in clearance or transport of goods after delivery at the named place of delivery, even if it selects the forwarder. You waive and release Juniper from and against any claims, losses, liability, or damages arising from any act or omission of such forwarder.

3. **Stocking Orders. (Applies only to Distributors.)** To mitigate the risk of occurrence of a violation of U.S. and other applicable export controls and sanctions laws and regulations, Juniper, through its Trade Compliance team, may establish rules placing limitations, conditions, and restrictions on a Distributor's placement with Juniper of Stocking Orders even for stockable items. Such rules shall be posted on the Trade Compliance web pages in the Juniper Partner Center website or emailed or otherwise delivered by Juniper to the affected Customers. Stocking Orders placed in violation of or contrary to those conditions and restrictions are subject to rejection and, if accepted, shall be deemed subject to revocation upon notification to You upon Juniper Trade Compliance's learning of any such violation. Failure by Juniper to reject an order or revoke acceptance of or rescind an order placed in violation of such rules shall not waive or prejudice any other remedy otherwise available to Juniper. A Distributor's right to rebate payments from Juniper is contingent on the Distributor's compliance with this Section 3.

4. Anti-Diversion Rules.

a. **Your Duty of Care to Avoid Diversion.** You shall take all necessary measures to ensure that the Juniper Solution is promptly shipped (or otherwise transmitted or made accessible) and arrives at the Ship-to Location for installation for the sole use of the End-User identified in such purchase order. Your documents shall bear all required destination control statements under applicable Trade Laws. You shall not engage in, assist in, or facilitate any Export of a Juniper Solution, directly or indirectly, by anyone to or for the use of any Sanctioned Party, to anyone located in an Embargoed Country or Region, or for a Prohibited Use.

b. **Customer Duty to Report to Juniper of Potential or Suspected Diversion.** At any time after You place a purchase order on Juniper, You shall immediately notify Juniper Trade Compliance at tradecompliance@Juniper.net (Subject line: "URGENT: Notice of Potential Diversion") if You have reason to believe that a prospective downstream reseller or other Channel Partner, forwarder, End-User, or other third party may intend to divert, may be diverting, or may have diverted any Juniper Solution to a Person or location not stated in documentation furnished to Juniper or not consistent with the contents of the Purchase Order.

c. **No Changes to Purchase Orders. (Applies only to Customers purchasing directly from Juniper.)** After Juniper acknowledges Your purchase order, You shall not make any changes to the purchase order, subject to any forwarder change approved under subsection 2.j.

d. **Destination Control. (Applies to End-Users purchasing directly from Juniper and to all Channel Partners.)**

i) U.S. Trade Laws (including the EAR) apply to any Transactions regarding any Export (including re-export and in-country transfer), support, and use of that Juniper Solution by the Participants in any Transactions. Such controls apply regardless of the Juniper Solution's location or the Participant's location or nationality. Other Trade Laws may also impose export controls on such Juniper Solutions and Participants, depending on their location and the Participants' nationality. Compliance with the Trade Laws of one country does not imply compliance with the Trade Laws of another country. No one may Export any Juniper Solution to any location or Person other than as specified in the Juniper Export Invoice, Shipper's Letter of Instruction, or other documentation generated by Juniper concerning its delivery of the Juniper Solution. This prohibition applies to the Juniper Solution in its original form and after it has been incorporated into other items.

ii) **Destination Control Statement under EAR 758.6(a).** If You export a Juniper Solution in tangible form, the commercial invoice shall include the full text of the following statement:

These items are controlled by the U.S. Government and authorized for Export only to the country of ultimate destination for use by the end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of to any other country or any

person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

- iii) Article 4(11) of Regulation (E.U.) 2021/821 (Dual-Use Regulations (Recast)). By taking delivery of a dual-use Juniper Commodity that has been cleared into the E.U., You

- (A) acknowledge that it has received notice from Juniper, per Article 4(11) of Regulation (E.U.) 2021/821, that,

"Unless identified by Juniper as not being dual-use items, all Juniper Solution(s) are dual-use items subject to export controls (Regulation (EU) 2021/821) if exported from the customs territory of the European Union."

and

- (B) commit to insert such notice under Article 4(11) in all commercial documents that Article 4(11) may require.

- e. Ship-to Restrictions for Juniper Solution. (*Applies only to Customers purchasing directly from Juniper.*) Except as otherwise provided under clause 4.e.i), below, You may not place a purchase order on Juniper designating a customs-free zone or a free warehouse as a final destination.

- i) Stocking Orders Shipping to a Customs Free Zone or Free (Bonded) Warehouse. (*Applies only to Distributors placing a Stocking Order on Juniper with a ship-to in a customs free zone or free warehouse.*)

- (A) If You are a Distributor purchasing a Juniper Commodity under a Stocking Order placed on Juniper designating the final destination a customs-free zone or free warehouse, then

- (1) You must hold such items in inventory at such facility, adequately segregated and readily traceable,
(2) You shall not resell or otherwise Transfer any such Juniper Commodity in whole or in part, nor remove or alter it in any way unless and until You comply with subsection 4.e.i)(B), below; PROVIDED, HOWEVER, that You must remove the items under subsection 4.e.i)(B) no more than (A) 180 days after You entered them into such free zone or (B) the maximum allowed period for holding such items in the free zone or free warehouse, whichever is less.

- (B) You may remove the Juniper Solution from that free zone or free warehouse only (A) by returning it to Juniper in a credit return if it is otherwise eligible for credit return; (B) by returning to Juniper under warranty (or extended warranty) RMA or under DOA RMA if the Juniper Commodity is otherwise eligible; (C) by clearing it through customs to hold in an unbonded warehouse in a country approved by Juniper Trade Compliance, or (D) by reselling and exiting the Juniper Commodity from the free zone or free warehouse under the Juniper pre-clearance resale process described in subsection 4.e.i), below.

- f. Juniper Consent to Proceed with Resale. (*Applies to Distributors only*) If any other provision of this Export Note refers to this subsection 4.f, the Distributor shall adhere to the following Juniper pre-clearance resale process in any applicable resale:

- i) You may not resell, Export, or (if the Juniper Solution has been placed in a customs free zone or free warehouse) exit the Juniper Solution under this subsection unless and until:

- (A) You have notified Juniper about the details of Your intended resale of the Juniper Solution and the Related Transactions ending in ultimate delivery of the Juniper Solution to the identified End-User, including without limitation (1) the name and address of the End-User and each other Participant in the Related Transactions, (2) the intended end use of the Juniper Solution, (3) the location where the Juniper Solution will be installed and put to use; and (4) all export and import licenses (and their applicable conditions) and notifications under which the Related Transactions will proceed;

- (B) Juniper Trade Compliance has notified You of its consent that the Transactions proceed; and

- (C) the Related Transactions proceed in all respects as represented by You in Your notification to Juniper.

JUNIPER'S CONSENT SHALL NOT BE CONSTRUED AS ITS ENDORSEMENT OF THE RESALE OR ANY OTHER RELATED TRANSACTIONS OR OF ITS REPRESENTATION THAT SUCH TRANSACTIONS COMPLY WITH APPLICABLE TRADE LAWS. AS BETWEEN YOU AND JUNIPER, YOU SHALL HAVE FULL RISK AND

RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE TRADE LAWS.

- g. Drop Shipments. (*Applies only to Distributors placing a "Drop Shipment" purchase order on Juniper.*) You must, like other Channel Partners, abide by Juniper's Definitive Purchase Order rule stated in the Juniper Networks Purchase Order Requirements posted on Juniper's public website (currently posted at <https://www.juniper.net/content/dam/www/assets/additional-resources/us/en/juniper-networks-purchase-order-requirements.pdf>). In addition, the Your purchase order must meet the following requirements:

- i) Parties named in Distributor's Purchase Order: The Distributor's purchase order placed with Juniper must identify the name and address of the Ship-to Party, the Juniper-Authorized Reseller purchasing from the Distributor and reselling to the End User, and the End-User. The Ship-to Party must be (A) the Juniper-Authorized reseller selling **directly** to the identified End-User, (B) the End-User, or (C) a facility operator under direct contract with such reseller or End User;
- ii) *Territory of Ship-to Address.* The Ship-to Party address on the Purchase Order shall be a location within the downstream indirect reseller's territory;
- iii) *Ship-to Address Not a Bonded Facility.* The Ship-to Party address shall not be in a free zone or free (bonded) warehouse; and
- iv) *Resale Value on Export Invoice.* Juniper shall not be responsible for furnishing export invoices or other documentation reflecting the resale price to the downstream Channel Partner or End-User acquiring the Juniper Solutions. If Juniper elects at its discretion to provide such documentation, then Distributor shall be responsible for timely providing Juniper with all information necessary to include proper customs valuations in its Export Invoice. Channel Partner shall be solely responsible for any inaccuracy in the customs valuation on such Export Invoice.

- h. E.U. Exports and "Re-exports." (*Applies only to Customers purchasing directly from Juniper.*) If You are located in the customs territory of the European Union (herein, the "E.U."), Juniper Solutions are also subject to conditions of Export from the European Union under E.U. Regulation 2021/821 (including Articles 4(1) and 11(9) thereof) and Netherlands Trade Laws concerning Transactions relating to dual-use items and economic sanctions imposing trade restrictions. Except as expressly otherwise stated in a single-shipment power of attorney granted by Juniper to a named Participant in connection with the delivery of Juniper Commodities, all export licenses, permits, or other authorizations held by Juniper are for Juniper's sole use in exporting items controlled under applicable Trade Laws. Unauthorized use of any Juniper export license, permit, or other export authorization is strictly prohibited.

- i. Special Rule for Exiting of Juniper Commodity from the E.U. Customs Territory ("EU Re-exporting"). (*Applies only to Customers purchasing directly from Juniper.*)

- i) As to any Juniper Commodity delivered by Juniper to You at a point inside the E.U. Customs Territory (as defined in the Union Customs Code (Regulation (E.U.) No. 952/2013, as amended), neither You nor your agent or forwarder may change routing or ultimate consignee or exit the Juniper Commodity in a "re-export" (as the Union Customs Code defines that term) through any E.U. member nation other than the E.U. member nation of the named place of delivery (to You) under the INCOTERMS terms stated in the applicable Juniper Export Invoice, Shipper's letter of instruction or other Juniper document accompanying delivery of the Juniper Commodity.

- ii) If You or a forwarder or any agent or broker of either causes to be filed any exit summary declaration, re-export declaration, or re-export notification with any E.U. member customs office filing under the Union Customs Code (Regulation (E.U.) No. 952/2013, as amended), then You shall immediately furnish Juniper a complete copy of such declaration or notification along with a full copy of any Export Invoice presented to You in connection with exit of the Juniper Commodity.

- iii) If, as indicated by Juniper's Export Invoice furnished to You or Your forwarder, the final destination (i.e., the Ship-to Party and address) in a country other than the country of the INCOTERMS "named place of delivery" (or where the named place of delivery is in the E.U., if the final destination is outside the E.U.) then You must exit all Juniper Commodities from the E.U. in strict accordance with Juniper's export declaration and no later than (i) 5 business days after the date of delivery, or (ii) the last day that under local customs rules, Juniper's export declaration is valid and unexpired, whichever occurs first.

- j. No Changes to Purchase Orders. (*Applies only to Customers purchasing directly from Juniper.*) After Juniper acknowledges Your purchase order, You shall not make any changes to the purchase order, subject to any forwarder change approved under subsection 2.j. After Juniper issues an RMA under warranty or extended warranty, Juniper shall not be responsible for failing to meet an otherwise agreed turnaround time commitment in its delivery of replacement system or FRU where the delay was caused by Juniper screening and other due diligence efforts relating to any such address change. You shall fully cooperate with Juniper Trade Compliance in promptly responding to all questions and requests for documentation to support Juniper's due diligence efforts.

k. E.U. "No Re-Export to Russia" (Art. 12g of E.U. Regulation 833/2014). Without limiting or superseding any other provision of this Export Note:

- i) You shall not sell, Export, or re-export, directly or indirectly, any Juniper Solution for delivery into or use in the Russian Federation or Belarus.
- ii) You shall undertake Your best efforts to ensure that the purpose of paragraph 4.k.i) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- iii) You shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
- iv) Any violation of paragraphs 4.k.i), ii), or iii) shall constitute a material breach of an essential element of any applicable agreement, purchase order, or quote between Juniper and You. Subject only to any otherwise applicable liability limitations and damages exclusions stated in a written contract between the parties signed by Juniper manually or electronically, Juniper shall be entitled to seek all appropriate remedies, including, but not limited to:
 - (A) termination of such applicable agreement, purchase order, or quote; and
 - (B) liquidated damages in the amount of 250,000 Euros or the price of the goods exported, whichever is higher.
- v) You shall immediately inform Juniper about any problems in applying paragraphs 4.k.i), ii), or iii), including any relevant Transactions by third parties that could frustrate the purpose of paragraph (i). You shall make available to Juniper information concerning compliance with the obligations under paragraphs 4.k.i), ii), or iii) within two weeks of the simple request for such information.
- vi) If You are a Distributor, Juniper, at its discretion, may elect to require that You follow the process described in subsection 4.e.i) ("Juniper Consent to Proceed with Resale") as a precondition to Your resale of a Juniper Solution that it is purchasing or has purchased under a Stocking Order.

5. Channel Partner's Export License Responsibilities for Support Services Fulfillment. Juniper delivery terms for replacement parts and systems shipped in fulfillment of warranty or Support Services Contract obligation shall be as specified in applicable Juniper support services processes and procedures posted on Juniper's public website (for End-Users who hold "SVC"-type contracts) and on Juniper's Partner Center for Channel Partners who have "PAR"-type contracts). Juniper's responsibilities for export and import licensing and formalities shall be as dictated by applicable Incoterms.

6. Online matters.

a. Use of Juniper-hosted Cloud Services. You shall be solely responsible for obtaining all licenses and permits (including export licenses) required under applicable Trade Laws relating to Your use of Juniper-hosted Cloud Services, including Your transit, storage, or processing of any software or Technology to, in, or from any Data Centers or other facilities through or from which Juniper performs the Cloud Services.

b. Use of Web Portals to access Online Resources. You shall not, and You shall not enable or facilitate others to access or use any Web Portal or Online Resource to upload, download, access, distribute, transport, store, or process classified data or any data, Software, or functionality except to the extent that you do so in accordance with terms and conditions of (or applicable to) an explicit written authorization embedded in terms of the applicable Juniper SSD or CSD under which you have purchased any right, title, license, access, subscription, or interest from Juniper or Channel Partner. You shall bear sole risk and responsibility for compliance with all applicable Trade Laws in Your access to and use of any Web Portal or Online Resource. Without limiting the preceding, You shall not, directly or indirectly, use any Web Portal or Online Resource or Juniper Solution to upload, store, process, modify, or transmit software or data (or as a means of access to such software or data) if that software or data is classified for national security purposes, or is controlled under U.S. International Trade in Arms Regulations ("ITAR") or any munitions list of any country unless such use is expressly authorized by the applicable Juniper SSD or CSD.

7. No Juniper Liability for Certain Delays or Failures to Deliver. Without limiting the scope of any Force Majeure clause in its agreement with You and without implying any other source of liability for delay, Juniper shall not be liable for any failure of or delay in delivery caused in whole or substantial part by

- a. any failure or delay by You or any other Participant in Related Transactions in timely fulfilling their duties under this Export Note;
- b. government refusal or delay in issuance of any required license, authorization, permit, or clearance of any Juniper Solution out of or into a country;
- c. non-fulfillment of pre-shipment notifications, certificates, or inspections required under license or applicable law due to factors beyond Juniper's reasonable control; OR
- d. Juniper's suspension, termination, or cancellation of any Transactions as authorized under this Export Note.

8. Collection and Archiving of Documentation. (Applies only to Channel Partners.) You shall:

a. Retention of Transactional and Operational Business Records. Generate, collect, and archive contemporaneously generated business records used by You in Your ordinary course of business or otherwise sufficient to validate Your compliance with Your screening, blocking, and license determination.

b. Retention of Other Transactional Records Concerning Transactions. Collect and archive receipt and delivery documents (for example, purchase orders issued or received concerning Juniper Solutions, invoices and proofs of payment, freight receipts and contracts and proofs of delivery for Juniper Solutions Dispositioned or Acquired), inventory records, and reports, shipment (including bills of lading and air waybills, Export and import declarations, receipts and records of payments by or for You of import and export duties and transaction taxes and associated fees, warehouse receipts and documentation for Juniper Commodities, RMA's for Juniper Commodities, software download records and other evidence of electronic or other transmissions of Juniper Solutions, export or import invoices, and, purchase orders from You and invoices to You for Juniper Solutions, government-issued licenses or authorizations and documentation relating to license conditions under Trade Laws in respect of Transactions.

c. Records Concerning Your Due-Diligence Efforts Relating To Transactions. Collect and archive (i) certifications, undertakings, and other documentation regarding Your due diligence obligations under this Export Note, (ii) records of transit, transmission, or other delivery or grant of access to Juniper Solutions from the point of delivery, transmission or grant of access to You through End-User's receipt of any Juniper Solution. Such documentation shall include, but not be limited to, copies of orders received by You for Juniper Solutions, change orders, waybills and bills of lading, proofs of importation into the destination country, and proof of delivery to End-User, all import or Export licenses relied on in the Transactions, proof of compliance with all Export/import license conditions, Export and import invoices and declarations.

d. Archiving. You shall archive all such documents and records for at least ten (10) years from the date of the Transactions to which they relate. Upon Juniper's request, You shall make such documents and records available for inspection and copying by Juniper or its professional advisors.

9. Juniper's Right to Certain Remedies. Juniper reserves the right, without liability to You or any other Participant in a Transaction, to suspend or terminate (i) its engagement or participation in any Transaction or (ii) any rights, privileges, subscriptions, license rights, or services (collectively, "Rights") granted by Juniper as to any Juniper Solutions, if it determines that due the acts or omissions of any Participant in the Transaction, continuation of any such Transaction or exercise of any such rights, will subject Juniper to risk of liability for violation of any Trade Laws.

10. No implied or express rights to any third party. No rights, powers, or claims against Juniper shall be implied, nor shall any terms of this Export Note be construed or interpreted to give rise to any such rights, powers, or claims against Juniper in favor of You or any other Participant in any Transaction not identified as subject to that section or subsection at the heading of that section or subsection.

11. Export Note Updates. Juniper may unilaterally modify this Export Note at any time. Any such revision or amendment shall be effective either (i) upon written notice to You (including via email to any contact identified by You in connection with any agreement with or order placed by You on Juniper or any of Juniper's Channel Partners), (ii) as to Juniper Channel partners, on Juniper's posting of the revision or amendment on Juniper's Partner Center website (<https://partners.Juniper.net/partnercenter/sales/trade-compliance/> (login required)), or (iii) as to End-Users, on Juniper's posting of the revision or amendment on the section of Juniper's public website (currently <https://www.Juniper.net/us/en/legal-notices/Juniper-networks-contracts-resource.html>) where Juniper posts selected form agreements, schedules of terms and conditions and other policies and practices. The date of that notice or posting, whichever occurs first, shall be the "Effective Revision Date" of such revision or amendment. As revised or amended, the Export Note shall apply prospectively to all Transactions occurring after the Effective Revision Date and those commencing before the Effective Revision Date to the extent remaining executory after the Effective Revision Date. It shall also define the duties and responsibilities of a Person concerning Transactions that occurred before the Effective Revision Date insofar as such duties or responsibilities both (i) are capable of being fulfilled after the Effective Revision Date and (ii) concerning which failure to perform them shall such duties constitute a violation of applicable Trade Laws.

12. Unauthorized Transactions in or Regarding Juniper Solutions. If a Channel Partner Transacts in a Juniper Solution to a Person (the "Transferee") that is neither a Juniper-authorized Channel Partner nor an End-User, then, without prejudice to any rights and remedies to which Juniper may otherwise be entitled, that Channel Partner shall be deemed to have assumed sole and exclusive responsibility for Juniper's benefit for compliance with this Export Note for all Transactions concerning such Juniper Solution engaged in by that Transferee or by any subsequent transferee of the Juniper Solution.

13. Indemnity. To the fullest extent allowed under applicable law, and in addition to any other right or remedy that Juniper may have, You shall defend, indemnify, and hold Juniper, including its affiliates, and their employees, officers and directors, harmless from and against all claims, damages, losses, liabilities, settlements awards, attorney's fees and litigation costs, indemnifiable penalties, incurred as a result of any lawsuit, arbitration or civil administrative proceeding, arising from or relating to Your failure to perform any of its duties arising under this Export Note. Despite the above, You shall not enter into any settlement of any such indemnified investigation or proceeding without prior consent by Juniper. Juniper shall be entitled to appear and be represented by counsel of its choice in any lawsuit, arbitration, or civil administrative proceedings.

14. Survival. Your duties under this Export Note shall survive termination or expiration for any reason of any agreements with Juniper into which this Export Note is incorporated by attachment or reference.

15. Non-Waiver. Juniper shall be entitled to revoke acceptance of a purchase order placed by You violating the terms of this Export Note. Acceptance of such a Purchase Order does not constitute a waiver, prejudicial delay, or ratification by Juniper of breach by You of Your duties under this Export Note, to otherwise impair Juniper's rights to revoke acceptance of such purchase order, to cancel or terminate such purchase order or any support contract, subscription or license granted thereunder, to suspend, or to cancel performance of any fulfillment obligation Juniper or any other legal recourse that Juniper might otherwise have concerning such breach.

16. No Implied Rights or Entitlements. Nothing in this Export Note shall give rise to any right, entitlement, or privilege on the part of a Customer regarding any Juniper Solution, Juniper Web Portal, or Online Resource not expressly granted in a separate document. Nothing in this Export Note shall constitute a waiver or release of any condition, limitation, or duty of any Customer under any license, right to use, terms of use, or other terms and conditions relating to any Juniper Solution, Juniper Web Portal, or Online Resource.

17. Notifications to Juniper. Any notification to Juniper Trade Compliance or Juniper under this Export Note shall be given in writing via email to tradecompliance@juniper.net under the subject line: "NOTIFICATION TO JUNIPER UNDER EXPORT NOTE." Juniper may change this notice address by notice or posting it on its public website, where it posts selected agreements, schedules of terms and conditions, and other policies and practices incorporated by reference into its form JPLA and certain other agreements. This notification requirement shall be in addition to and not in place of any notification requirement under any other Agreement with Juniper to which You may be a party.

18. Certain Disclosures by Juniper. Notwithstanding any provision of any agreement between Juniper and You and any provision of this Export Note, You agree that Juniper, without liability to You, may at any time in its discretion make such disclosures to any government authorities as Juniper may determine necessary or appropriate to defend itself against claims or allegations asserted by such authorities, respond to orders or subpoenas, to mitigate the risk of its potential liability for possible violations of applicable Trade Laws, or to fulfill its disclosure obligations to such authorities, subject to its taking diligent measures to perfect any rights under applicable law to protect from further disclosure and misuse any of confidential information protected under a written non-disclosure agreement with Juniper.

19. Interpretation. In this Export Note, the following rules of interpretation apply unless the contrary intention appears:

- a. Headings (excluding the application notes in parentheses) are for convenience only and do not affect the interpretation of this Export Note;
- b. The word "including" and similar expressions are not intended as words of limitation;
- c. A reference to a document includes all amendments or supplements to that document;
- d. A law includes a constitutional provision, treaty, decree, convention, statute, regulation, executive order, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated, or replaced;
- e. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Export Note or any part of it.

20. Order of Precedence. The terms of this revision of the Export Note shall supersede all prior revisions of the Export Note. As it may apply to any Juniper agreement with You or any activity or Transaction thereunder, this Export Note shall not limit, waive, or supersede Your duties under any such agreement or under any other policies or procedures referenced by that agreement, nor shall it be construed to grant or expand (or remove any restriction or condition on) any right, license or interest you might not otherwise have in or concerning any Juniper Solution. As to any written agreement that You and Juniper have both signed as parties concerning any Juniper Solution, where that agreement attaches or references this Export Note (or a previous revision thereof), the Order of Precedence terms of that agreement, if any, shall apply; otherwise the terms of this Export Note shall take precedence over any inconsistent terms of any agreement, order, offer, acceptance, RFP, policy, schedule, appendix, exhibit or attachment as they may relate to compliance with applicable Trade Laws and Juniper trade compliance policies.

Appendix A (Definitions) to Export Note

Appendix A

(Definition of Capitalized Terms in Export Note)

"Channel Partner" means any Person authorized by Juniper and under contract with Juniper to purchase Juniper Solutions for resale to either another Channel Partner or an End-User. Channel Partners include, among others, Juniper-authorized Distributors, Direct Value-Added Resellers, and indirect Value-Added Resellers. For purposes of this Export Note, Channel Partners also include Original Equipment Manufacturers (outbound), Managed Services Providers, cloud services providers, system integrators, or Support Services Partners under contract with Juniper authorizing them to Transfer Juniper Solutions or to Transfer products or services that incorporate Juniper Solutions.

"Customer" means a Channel Partner or an End-User.

"Distributor" means a reseller that Juniper has authorized (i) to purchase one or more types of Juniper Solutions for re-Transfer to an IVAR who in turn purchase such Juniper Solutions for re-Transfer to End-Users, (ii) to purchase with limited right of return certain Juniper Commodities designated by Juniper as "stockable," even though no downstream IVAR has placed a binding order for any such stockable Commodities that, in turn, is backed up by a binding order from the IVAR's End-User customer.

"Drop Shipment" means a sale of one or more Juniper Solutions by Juniper to a Distributor under the Distributor's purchase order identifying the reseller to which Distributor has agreed to resell the Juniper Solution(s), the End-User of the Juniper Solution(s) (or its agent or contractor) that has placed a purchase order on the reseller, and a Ship-to party and address a facility where shipments are received by either the reseller or End User or the agent or contractor of either (but not the Distributor or its agent or contractor).

"EAR" means the Export Administration Regulations promulgated by the U.S. Department of Commerce (15 CFR 730 et seq) as amended.

"Embargoed Country or Region" means any country or region either (i) designated under Group E:1 or E:2 of Supplement 1 of US EAR Part 740; or (ii) subject to comprehensive sanctions under U.S. Executive Order, U.S. statute, or regulation, order, directive or designation effected by the U.S. Department of Treasury / Office of Foreign Asset Control ("OFAC"); or (iii) countries or regions for which Juniper policy otherwise prohibits transacting or fulfilling orders or providing support Services. As of the date of this revision of the Export Note, such countries and regions treated by Juniper as constituting "Embargoed Countries or Regions" include Belarus, Cuba, Iran, North Korea, Russia, Syria, and the regions of Crimea (including Sevastopol), and the Ukraine oblasts of Donetsk, Luhansk, Kherson, Zaporizhzhia, and any other Russian occupied regions of Ukraine.

"End-User" is the Person that, whether directly or through an agent or contractor, uses a Juniper Solution for its benefit and not for resale or other Disposition to third parties. The End-User is the Person who will ultimately use Juniper Solution or have the Juniper Solution used on its behalf by its agents or contractors. By way of illustration only and not by way of limitation,

- a. A system integrator combining, holding, configuring, or testing a Juniper Solution for the benefit of its Customer is a Participant in the Related Transactions associated with that Juniper Solution but is not an End-User.
- b. A Customer purchasing with the intent to resell, license, or otherwise Transfer the Juniper Solution is a Participant but not an End-User.
- c. Suppose a purchasing agent purchases, takes delivery, and pays for a Juniper Solution for the intended end use of the agent's principal. The principal, not the agent, is the End-User but the agent is a Participant. .
- d. An End-User is usually the ultimate owner of a Juniper Solution. If that Person later Transfers that Juniper Solution to another Person given the means of control and use of the Juniper Solution for its benefit, then that Transferee becomes an End-User of the Juniper Solution, as well.

"Export" means an "export," "re-export," or "in-country transfer," as defined in US EAR Sections 734.13 through 734.21.

"Export Invoice" means the document customarily generated by Juniper and furnished to its direct purchaser with the cross-border delivery of a Juniper Commodity. The Export Invoice is designed for presentation to Customs on the Export of the Juniper Commodity from the country of place of delivery. It identifies, among other things, the Juniper Commodities shipped, customs valuation for purposes of Export, country of origin (non-preferential), HTS codes, ECCNs of the Juniper Commodity, and the export license or exception applicable to the Export.

"Juniper" means Juniper Networks, Inc., or any direct or indirect subsidiaries.

"Juniper Commodity" means tangible goods (including network routers, switches, appliances, accessories to it, field replaceable units, parts, or components thereof, marketed, distributed, sold, or otherwise Transferred (whether for consideration or free of charge) directly or indirectly by Juniper.

"Juniper Service" means Juniper offerings of fixed or flexible term subscriptions or other contracts for maintenance, equipment installation, site review, configuration, network design, monitoring, consulting, administration, or like services. Service also includes subscriptions to Juniper-hosted or -licensed Network as a Service or Software as a Service (SaaS), including, but not limited to, cloud resident-only virtual network functionality, infrastructure as a service, firewall as a service, or like cloud-based subscriptions, whether hosted by Juniper or by a Juniper-authorized Channel Partner. Services may comprise multiple elements, including furnishing access to software downloads, technical assistance, or other Online Resources, and delivery of field-replaceable units as spare replacements for defective items incorporated in Juniper Commodities.

"Juniper Software" means Software that is marketed, licensed, or distributed (whether by delivery of tangible media or electronic transmission) directly or indirectly by Juniper.

A **"Juniper Solution"** consists of (a) one or more Juniper Commodities, (b) one or more items of Juniper Software in any form, (c) one or more Juniper Services, (d) Online Resources, (e) any feature, capability, or function provided by any of the preceding; or (f) any combination of any of the preceding.

"Juniper Trade Compliance" means the Juniper Networks Legal Department responsible for trade compliance matters, the Chief Compliance Officer, and the General Counsel.

"Juniper Web Portal" means any Juniper-hosted or -controlled Web Portal from which a Customer may access Online Resources.

"Online Resources" means any elements of or deliverable under a Juniper Solution to the extent accessible to a Customer via a Web Portal, including:

- a. Downloadable Software images, activation, or license keys for access to Software, features, services, or performance levels;
- b. Support, maintenance, and other technical assistance Services and technical documentation relating to a Juniper Solution;
- c. Raw data, reports, summaries, analyses, or recommendations of or derived from network automation tools, support experience, bug reports and network and machine monitoring, telemetry, configuration, security policies and features and performance, and other information related to a Juniper Solution;
- d. copies of data that relates to Your networks and network architecture, equipment, software releases, configuration and entitlements, product installation sites, core/storage dumps, performance data, placement and usage, malfunctions, configuration data, and other information helpful in locating, diagnosing and correcting technical issues, resolving them and anticipating future issues, as uploaded by or for the Customer to Juniper controlled servers and stored by Juniper for use in the course Juniper's rendering of Juniper Services to or for the benefit of the Customer;
- e. Reports, recommendations, or other materials or information derived by or for Juniper from its analysis of any of the preceding for the Customer's benefit as part of a Juniper Solution.

"Participant" in a set of Related Transactions means any of the following engaged in, assisting in, or facilitating any such Transaction (i) any exporter, purchaser, warehouse services provider, carrier, forwarder, Channel Partner, or other reseller, Distributor, support services contractor, managed services provider, test services provider, cloud services provider, systems integrator, network administrator, installation services provider, intermediate consignee, ultimate consignee, importer or exporter of record, or End-User; or (ii) anyone who assists, guarantees payment or performance, otherwise provides financial assistance for any such Transaction.

"Person" means an individual, corporation, LLC, or other legal entity, a partnership or a limited partnership, an institution, association, or other organization, whether charitable, for profit or otherwise, or a government entity, agency, branch, department or office or other instrumentality.

"Primary Transfer" means either (i) a Transfer of one or more Juniper Solutions by Juniper to any third party other than in fulfillment of a Distributor's Stocking Order or (ii) a Transfer by a Distributor fulfilled from Juniper Solutions purchased under Stocking Order.

"Prohibited Use" means, in addition to any Prohibited Use as that term is defined in the JPLA and its other attachments, schedules, or related policies, any act or omission relating to a Juniper Solution that is in breach of any terms of this Export Note or violation of any Trade Law, or act or omission that aids or abets or facilitates a third party in violating any Trade Law. Prohibited use includes any of the following:

- a. an Export of any Juniper Solution in support of any military end use or military intelligence end use (or by any Military End-User or Military Intelligence End-User) in or for China, Russia, Belarus, Cambodia, Venezuela, Myanmar (Burma) or other country listed in EAR Section 744.21 or 744.22 that violate said sections. (Note: The preceding terms in bold in this clause shall have the meaning given in EAR Sections 744.21 or 744.22, as applicable.)

Appendix A (Definitions) to Export Note

- b. an Export of any Juniper Commodities controlled under military end use, as defined in Article 4 of the E.U. Dual Use Regulations (recast) (Regulation (E.U.) 2021/821), or without required authorization by the competent authority as determined under such Regulations;
 - c. development, production, operation, or support of nuclear, chemical, or biological weapons or missile Technology or nuclear fissile material or facilities for the production of such material;
 - d. use in connection with violations of human rights, of democratic principles, or of the freedom of speech as defined in the Charter of Fundamental Rights of the E.U., where use is made of interception techniques and digital data transfer equipment for monitoring mobile phones and reading text messages and of targeted surveillance of internet use (e.g., through monitoring centers and traffic interception gateways);
 - e. diversion, concealment, support, or other assistance provided concerning a Juniper Solution that Participant knows or has reason to know is being, will be, or was Exported in violation of the EAR;
 - f. making accessible for downloading or causing the downloading of Juniper encryption software (ECCN 5D002) or any license keys or other means of access to Juniper Commodities or Juniper Solution features to any location outside the U.S. without meeting the requirements of EAR Section 734.17(b) and (c), or otherwise without adequate controls to prevent the Software's unlawful Export.
 - g. **(as to Channel Partners only)** rendering (directly or indirectly through its agents or contractors) Services of any kind unless and until Customer first determines, after resolving all reasons to suspect otherwise, that the recipient of those Services did not receive the covered Juniper Solutions in an Export that violated any applicable Trade Laws.
- "Related Transactions"** are a set of transactions consisting of any of the following or a combination thereof:
- a. a Transfer or chain of Transfers of one or more Juniper Solutions beginning with a Transfer from Juniper and ending with a Transfer to a single End-User, System Integrator, Managed Service Provider, or Cloud Service Provider;
 - b. a combination of Transfers or chain(s) of Transfers described in clause a., above, as long as each involves a final Transfer to the same common End-User and use by the End-User at one or more of the Installation Sites listed in Attachment 3 below, and the Primary Transfer of each is committed to by Juniper or (in the case of a Distributor resale from Stock, the Distributor) within 12 months; or
 - c. one or more Transaction(s) (whether involving a Transfer) with regard to any one or more Juniper Solutions that are the subject of any such Transfer.

"Sanctioned Party" means any Person either (i) named on a published list of parties subject to Export or economic sanctions maintained either by U.S. Government (see the lists included in the export.gov Consolidated Screening List (at <https://www.export.gov/article?id=Consolidated-Screening-List>)), or by the E.U. External Action Service [EEAS] or other E.U. body or competent authority of an E.U. Member State (including the "Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions" (see <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-%09entities-subject-to-eu-financial-sanctions?locale=en>)) ("Listed E.U. Sanctioned Party") or the Security Council of the United Nations (see <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>); (ii) 50% or more owned, directly or indirectly, by a Person on the U.S. Office of Foreign Asset Control OFAC) Specially Designated National and Blocked Persons List, Sectoral Sanctions Identified List, or other OFAC published list of sanctioned parties, or a designated person listed as an E.U. Sanctioned Party; or (iii) (in the case of E.U. Designated Party analysis) effectively controlled, directly or indirectly, by one or more Listed E.U. Designated Parties by embedded management or other relevant circumstances considered under E.U. guidelines and custom and practice.

"Self-Service Login" is a login assigned to an individual registered and approved by Juniper by which such individual may, by login using a Juniper-approved userID and password, access through a Juniper Web Portal certain Online Resources to which the Customer authorizing the individual has a valid and unexpired entitlement granted by Juniper.

"Ship-to" means the warehouse, dock, airport, or other facility designated on the purchase order placed with Juniper where the Juniper Commodity is to be shipped to the Ultimate Consignee (who is either the End-User or its agent or contractor) and where such Juniper Commodity is intended to be installed and used, configured, or integrated with one or more other Juniper Commodities (or in the case of a Stocking Order, the Distributor controlled or owned facility for storage of the Juniper Commodity pending Distributor's resale).

"Software" means either (i) a collection of one or more sequences of elementary instructions maintained in a special storage, the execution of which is initiated by the introduction of its reference instruction into an instruction register, or (ii) any technique used to activate or enable access to any device, system, or Software (or any feature, functionality, or performance- or usage-level of which it is capable). "Source Code" is Software written as a convenient expression of one or more processes that a programming system may turn into equipment-executable form ("Object Code"). "Object Code" is

Software consisting of an equipment-executable form of a convenient expression of one or more processes ("Source Code") that a programming system has compiled.

"Stocking Order" means a purchase order placed by a Juniper-authorized Distributor under Juniper's "Global Distribution Policies and Expected Practices" document as then posted on Juniper's Partner Center website for Juniper Commodities designated "stockable."

"Technology" means information necessary for the development, production, use, operation, installation, maintenance, repair, overhaul, or refurbishing, as such terms are specified in ECCNs on the CCL that control "technology" for a particular item. "Technology" may be in any tangible or intangible form, such as written or oral communications, blueprints, drawings, photographs, plans, diagrams, samples, models, formulae, tables, engineering designs and specifications, computer-aided design files, manuals or documentation, electronic media or information revealed through visual inspection.

"Trade Laws" at any particular time means (i) the U.S. Export Administration Regulations and their authorizing statutes; the economic sanctions regulations of the U.S. Foreign Asset Control Office of the Department of Treasury ("OFAC") and the Executive Orders and statutes authorizing them; the International Traffic in Arms Regulations ("ITAR") administered by the U.S. Department of State and the statutes authorizing them, and (ii) like export control and sanctions laws and regulations of other nations to the extent that they may apply to the Transaction, but excluding any laws or regulations forbidding compliance with any U.S. Trade Laws ("Blocking Regulations"). If any Trade Laws are added, amended, or rescinded ("Changed"), the term "Trade Laws" shall be construed as so changed, subject to applicable law governing the timing and scope of the applicability, effectiveness, and operability of any such Change.

"Transaction" includes

- a. any Transfer;
- b. any transport, Export, import, delivery, download, or other electronic transmission, storage, distribution, adaptation, modification, enhancement, administration, management, installation, or configuration, maintenance, repair, replacement, upgrading, updating, or use of a Juniper Solution (including any or part thereof), or any combination or integration of a Juniper Solution with hardware, software, or data; and
- c. all activities involved with accessing or using Portal and Online Resource.

"Transfer" means any sale, assignment, grant, lease, loan, subscription, or other transfer of any title to, or any right of possession of, license in, right to access or means of access to, right to use or dispose of, or any security interest in or foreclosure on any such security interest, a Juniper Solution or to an Online Resource. A Transfer may be for a limited time or scope or subject to one or more conditions. It may be voluntary or involuntary by operation of law. A Transfer may involve a payment or promise to pay or deliver anything of value in exchange for the Transfer, or it may be free of charge. An agreement or other binding commitment to engage in any of the preceding is also a Transfer.

"Web Portal" includes any means by which a Customer or its agent, employee, contractor, or device may gain or configure access to or activate for the benefit of that Customer an Online Resource to which Customer has a valid and unexpired entitlement granted by Juniper directly or indirectly through a Channel Partner.

"You," "Your," or "Yours" means the Customer that is bound under this Export Note to the provisions applicable to it.