

Partner Code of Conduct

These terms are in addition to the terms of your Agreement with Juniper Networks ("Juniper") and may be changed by Juniper at any time.

Juniper expects you, as a Juniper business partner (i.e. distributor, reseller; service, alliance or education partner; etc.) to adhere to the highest ethical principles in conducting your business and to avoid engaging in any activity that involves even the appearance of impropriety. You have a critical role in protecting the trust which investors, customers, colleagues and the global business community place in Juniper and our business partners. All references to "you" in this document refer to the Juniper partner to whom this document is directed as well as all of its directors, officers, agents, contractors, consultants, and employees (collectively "personnel").

This Code of Conduct ("Code") applies to you and your personnel in all of your activities related to your business relationship with Juniper throughout the world. You will ensure that this Code is given to your personnel who work with Juniper personnel or market Juniper products or services. Any violation of this Code will result in disciplinary action up to and including termination of your status as a Juniper business partner.

This Code defines minimum standards of business conduct and acceptable business practices. If local laws and regulations are more permissive than this Code, you are expected to comply with the Code. If local laws and regulations are more restrictive, you must always comply with those legal requirements.

Juniper expects that you have in place a code of conduct for your personnel that addresses topics similar to those contained in this Code.

1. Financial Integrity and Accounting. Any documentation, information and submissions that you provide to Juniper and our joint customers must be complete, accurate and not misleading in any way. Unless otherwise agreed by Juniper, all payments to Juniper must be made by the legal entity that is obligated to make those payments as referenced on relevant order documentation unless otherwise agreed by Juniper. This information includes, but is not limited to, point of sale reporting, purchase orders, sales reporting, special bid or pricing requests, rebate requests and reimbursement requests.

You may not create or maintain on behalf of Juniper bank accounts, funds or pools of funds (including, for example, cash kept in a safe or a hidden account). You may not keep or manage

separately from your typical accounting records spreadsheets or other documents that are utilized to track activity in cash funds, credits or discounts, etc.

2. Anti-Bribery Compliance. You must comply with all applicable federal, state and local anti-bribery laws, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), the U.S. Federal Procurement Integrity Act and the U.K. Bribery Act of 2010. You must not, directly or indirectly, make, offer or authorize the payment of any money, gift, bribes, kickbacks or anything of value to anyone (this includes gifts, travel, meals and entertainment), including foreign or government officials, employees, or representatives of any government, company, or public or international organization, or to any other party, if such payment is intended, or could be perceived as intended, directly or indirectly, to improperly influence or obtain any unfair competitive advantage. You must fully comply with any rules regarding tender and bid processes. You may not offer employment to government employees or officials if doing so would violate applicable laws.

3. Antitrust and Competition Laws. You must comply with all applicable antitrust and competition laws and regulations. It is not permissible for you to do or attempt to do any of the following: 1) agree with other partners or companies to fix or control prices for offerings, 2) agree with other companies to boycott suppliers or customers, 3) agree with other companies to divide or allocate markets or customers, or 4) coordinate bids with other companies.

4. Conflicts of Interest. You will not engage in any activity that would interfere with your contractual responsibilities to Juniper or that may be perceived as a conflict of interest that could reasonably be likely to interfere with such responsibilities. Conflicts of interest may include, but not be limited to, Juniper personnel being your officers, directors or shareholders, payment of incentives to Juniper personnel, or any economic or family relationship with Juniper personnel. In the event you become aware of a conflict of interest or potential conflict of interest, you must promptly notify Juniper.

5. Communications Regarding Juniper. All statements, communications, and representations to Juniper customers must be accurate, complete, and not misleading in any way. Similarly, you must not make or attempt to make any written or oral agreements or commitments on behalf of Juniper, including product feature commitments, without written authorization from Juniper.

6. Improper Conduct Reporting. You will immediately report events of questionable, fraudulent or illegal nature that are, or may be, in violation of this Code, or other applicable laws or regulations, to Juniper in one of the following methods: (1) email ethicshelpline@juniper.net or (2) call the Juniper Ethics Helpline at 1-888-475-8388 or (3) contact Juniper's General Counsel. Calls to the Ethics Helpline are received by an independent third-party service specifically retained by Juniper to handle such reports. In countries where applicable, reports can be made anonymously, and will be kept confidential to the fullest extent practicable and allowed by law.

7. Government Customers. Activities that may be appropriate when dealing with non-government customers may be improper and even illegal when dealing with government entities as well as businesses that are government-owned, government-controlled or subject to government procurement rules ("Government Customers"). If you sell to Government Customers, you must observe all laws, rules, procurement regulations and contract clauses that relate to the acquisition of goods and services by such Government Customers, whether such sale is direct or indirect and including marketing or recommendation of Juniper products and/or services.

There may be special prohibitions or requirements arising from statutes, regulations, and government contracts or subcontracts that relate to the payment and/or receipt of fees and other benefits when dealing with Government Customers. In all government transactions you must ensure that payment of a fee is permitted before requesting fees or other compensation related thereto. You may be required to disclose the potential fee in writing to the Government Customer. It is your responsibility to determine in each instance whether a potential fee is permitted and whether disclosure is required.

8. Insider Trading Laws. You must comply fully with applicable insider trading and securities laws governing transactions in Juniper securities. If you possess or have access to material, non-public information about Juniper, you must use that information solely for the purpose for which it was provided to you. You may not use that information to trade in Juniper securities and you may not provide the information to others so they can trade in Juniper securities.

9. Protection of Information. You must maintain the confidentiality of any confidential information and any other

proprietary information that you obtain in the course of your business relationship with Juniper and our joint customers. You must not reproduce copyrighted software, documentation, or other materials unless properly authorized to do so. You are responsible for making sure this restriction is understood and followed by your employees and agents and you must also observe any applicable data privacy requirements.

10. Export Compliance. You must have and follow a documented export control program designed to assure compliance with U.S. and all other applicable export and import laws and regulations. Except under license or as otherwise permitted under such laws and regulations, you shall not export, re-export, transfer, divert, release, import or disclose to any other person or entity, or make any use of any (1) Juniper hardware or software or (2) technology relating to Juniper's current or future products. Your responsibilities are further described in materials found at: https://www.juniper.net/partners/partner_center/content/reseller/trade_compliance.jsp.

11. Responsible Business Partner Conduct. You and your personnel must conduct yourselves in a professional manner while representing Juniper products and services in the marketplace. This means treating all persons with dignity and respect in a businesslike manner while marketing, selling or supporting Juniper products and services.

12. Relationship of the Parties. You and Juniper are independent contractors and neither party shall be considered the agent of the other party for any purpose whatsoever. Nothing in this Partner Code of Conduct shall be construed as establishing a partnership or joint venture between the parties.

13. Human Rights of Workers; Health and Safety. You must be committed to upholding the human rights of workers and to treating them with dignity and respect as understood by the international community. By way of example, you must comply with fair labor standards that permit freely chosen employment, prohibit child labor and human trafficking, and allow for reasonable working hours and payment of fair wages and benefits. You must avoid inhumane treatment of workers. You must be committed to a workforce that is free of harassment and unlawful discrimination and which allows for freedom of association of personnel. In addition, you must maintain a safe and healthy work environment.

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