

Juniper Networks 通用采购条款与条件

1. 承诺与协议成立。除 Juniper Networks (“Juniper”) 在本订单正面载明适用其他条款和条件外，本订单应构成 Juniper 的排他性的、完整的要约。Juniper 特此拒绝卖方的任何现有的要约或报价。仅在卖方不对本订单任何条款做任何修改且不增补任何条款而接受本订单的所有条款的前提下，对本订单的接受方为有效。卖方对本订单条款和条件的接受系通过以下事项最终确立：卖方对任何货物发货、或卖方开始执行订单、或卖方开始提供本订单所涵盖的任何服务。Juniper 接受本订单中所述的货物或服务并不表明 Juniper 同意卖方确认函、报价、发票、销售订单或类似单据中所载的任何条款和条件，Juniper 拒绝所有此等条款与条件。本订单经 Juniper 签署后，与经 Juniper 签署的、或通过引用成为本订单一部分的本订单中所提到的任何规范、图纸和文件一起构成卖方与 Juniper 之间就货物和服务所达成的完整协议（“协议”），并取代与卖方向 Juniper 出售商品和服务相关的所有其他书面或口头谅解。贸易惯例、商业习惯和交易过程均被本协议取代，并且不适用于本协议的解释，若本订单正面所引用的任何文件与本订单的条款和条件发生任何冲突，则以本订单为准。除非采用经卖方和 Juniper 的正式授权代表签字的书面文件，不得以任何方式对本协议做出任何修订、补充、弃权或变更。

2. 保证。除任何及所有 Juniper 可能享有的默示保证和其他权利外，卖方明确保证，本订单所涵盖的所有产品、材料、零件和工作还将遵守 Juniper 所提供或采纳的规范、图纸或其他描述，并应为崭新状态、具有适销质量、适合特定目的、材料、工艺和设计方面不存在缺陷、且不存在任何留置权、限制、保留、权利负担和担保权益。

双方明确约定，上述保证在检查、测试和验收后仍然有效。本保证对 Juniper 及其继任人、受让人、客户和其产品用户同样有效。

应 Juniper 请求，卖方应立即修理或更换（并预付所有包装费和运输费）不符合上述保证的任何货物或服务，且 Juniper 不承担任何费用。对于 Juniper 因任何商品或服务不符合上述保证或本协议的任何其他条款所产生的一切成本、费用、附带和结果性损害赔偿、罚款和其他损害或费用，包括但不限于召回任何产品及装运所产生的费用和重新交货费用，卖方亦应负责。退给卖方的任何缺陷材料，应按 Juniper 的路线指示以运费到付的方式退给卖方。作为更换的换材料应以运费预付的方式从卖方发出。当缺陷或作为更换的材料对 Juniper 实际的时间或交货计划造成限制时，卖方应承担额外运费。

3. 交货计划与终止。卖方应按本订单上所列数量和交货日期交付货物和/或服务。交货时间为协议的基本关键性。不允许部分发货。卖方应自负费用通过空运/海运/交付规定货物，并且应对由于其不遵守交货计划而使 Juniper 遭受的任何损失、损害（包括附带损害赔偿和结果性损害赔偿）负责。Juniper 可自行选择批准经修订的交货计划或终止本订单，且不因此而对卖方负责，但此前已被交付并接受的货物除外。此外，Juniper 应有权在提前 15 天发出通知后推迟任何货物的交付。

4. 运输/装运。除另有规定外，采购的货物的运输应采用船上交货条件（FOB），详见本订单正面所述。在 Juniper 指定的货运代理人所在国的原产地，应通过此等货运代理人以本订单中提及的方式装运，但 Juniper 采用书面方式另行约定的除外。如对装运条款和条件产生争议，则应适用《国际贸易术语解释通则（2000）》。

5. 价格。如本订单中未规定价格，则应按不超过上一次向 Juniper 报价并收取的价格对货物收费。卖方陈述并同意，Juniper 应为卖方向其提供最大优惠的客户。据此，本订单项下所出售的各产品的价格不得高于卖方因在同一财季内无论是以任何条件或数量交付的同等、相同或类似产品而向任何其他客户收取的价格。此外，卖方陈述并保证，针对 Juniper 的销售条款和条件在任何情况下均不得低于卖方向任何其他客户提供或约定的销售条款和条件，但卖方向 Juniper 披露该其他条款并获得 Juniper 书面同意的情况除外。

6. 装箱单。带有本订单上所示的订单号的分项装箱单必须随货物一起提供，以确保该装箱单可被收到。如由承运人交货，则包装外面必须附上分项交货单。应对各集装箱进行标记，以显示采购订单号。

7. 变更；取消费。Juniper 应有权将任何订单替换为卖方所生产的其他产品，但卖方以书面方式另有明确约定的除外。Juniper 应有权对订单做出变更，且不允许收取额外费用，并且，非经 Juniper 以书面方式授权，任何变更均无效。如该等变更影响到交货、质量、数量或价格，则卖方应立即通知 Juniper 并就调整进行磋商。除经 Juniper 以书面方式另行约定的以外，Juniper 应有权在比装运日期提前 15 天以前的任何时间取消全部或部分订单，且不承担任何费用。在该 15 天内就取消订单收取的任何取消费应以卖方的现金支出费用、或卖方存货中不能使用、且可被明确辨认系为履行本订单而耗费的部分为限。Juniper 通过邮寄、电子邮件或传真发出书面通知后，取消方为有效。

8. 专利权。卖方保证，本订单项下所采购的货物（及其销售、使用或将其并入制造产品）均不存在对任何有效专利权、版权、商标或专有信息权利的侵权。若因指称 Juniper 或其关联方、分销商或客户直接或间接侵权的、且卖方同意提起或就其抗辩的索赔、起诉、损害赔偿或诉讼所产生的任何类型的任何及所有费用、负债和损失（及所有费用和开支，包括律师费），卖方同意对 Juniper 及其关联方、分销商和客户提供赔偿并使之免受损害。该赔偿应扩展至辅助侵权，但因 Juniper 采用卖方无法预期且不符合卖方规范和建议的方式使用物品而产生侵权的情况除外。尽卖方所知，不存在由任何一方提出的，指称本订单中所载货物或其销售、使用或将其并入制造产品侵犯了其他人的任何有效专利、版权、商标或专有信息权的任何索赔、潜在索赔、威胁、程序、要求或调查。卖方特此同意，如卖方获悉任何该等索赔、潜在索赔、威胁、程序、要求或调查，其应立即通知 Juniper，并同意将此等指称的理由充分通知 Juniper。

若本订单中所载的货物或其任何部分被认定为构成侵权，且出售或使用该货物、产品或零件受到禁止，则卖方应自负费用为 Juniper 取得出售并使用该货物和产品或零件的权利，或自付费用以同等但不侵权的产品替换侵权产品或对其进行修改，以便使之成为同等但不侵权的产品，或者，在 Juniper 批准的情况下移走上述货物并退还其采购价款、运费和安装费。卖方特此向 Juniper 授予修理、重建、移动或委托他人修理、重建或移动本协议项下所采购的货物的许可。卖方向 Juniper 披露的、本协议项下货物和服务采购所附带的、与卖方的产品、方法或制造工艺相关的任何未取得专利的知识或信息应被视为是作为本协议对价的一部分而披露的，且卖方同意不得因 Juniper 使用该知识或信息而对 Juniper 提出任何权利主张。

9. Juniper 设计的专利权。若本协议项下所采购的货物包含了 Juniper 的设计或独特规范，则应将货物视为 Juniper 设计的衍生作品，且卖方同意在卖方的任何知识产权项下向 Juniper 授予并特此向 Juniper 授予非排他性、永久性且不可撤销的许可，以制作、委托制作、使用并出售任何包含在本订单所采购的产品内的，本订单所订购的物件的任何实施例、实施件或改良。

10. 检验。无论交货时卖方所提供的任何收据的形式和内容如何，且即使已按照本订单支付任何款项，所交付的所有货物均应在交给 Juniper 后的三十（30）日内的任何时间，由 Juniper 及其指定人士进行检验。此外，Juniper 或其指定人士可在工作时间内，并在事先发出合理通知后，在卖方场所开展检验，以确认卖方遵守本订单项下的要求。

11. 拒收。如在 Juniper 看来，本订单项下交给 Juniper 的任何货物被发现存在缺陷或不符合本订单要求的其他情形，则 Juniper 应有权拒收该等货物。如被拒收的货物未在本 Juniper 拒收通知中所载期限内从 Juniper 场所被收取，则此等货物应被退回、出售或销毁（由 Juniper 决定），且费用应由卖方承担。在该等情况下，Juniper 保留从其他渠道订货的权利，但卖方应承担额外发生的成本和费用。

12. 独立承包商。卖方是且将一直作为独立承包商，并非 Juniper 的雇员。受制于本协议明示条款，卖方（而非 Juniper）应对卖方开展项目的方法、方式和手段具有控制权。卖方特此声明，卖方无权（且卖方特此同意其不会）代表 Juniper 订立任何合同、接受任何义务或以其他方式代表 Juniper 行事。本协议中的任何内容均不得被解释为默示卖方为 Juniper 的代理人、雇员或其他代表，卖方亦不得做出任何违反本条的陈述。

13. 保密。在本协议期内和本协议期后的任何时候，卖方同意对一切保

密信息严格保密，并同意采取一切合理的措施保护其不会被披露或滥用。未经 Juniper 事先书面同意，卖方不得使用任何保密信息（专为 Juniper 的利益且为了履行与本项目相关的卖方职责的除外），且不得披露任何保密信息，除非是向为了履行项目而有需要了解该保密信息、且其所承担的保密义务的严格程度不低于本条的 Juniper（或卖方）雇员披露。然而，卖方无需将卖方可通过书面证据证明具有下列情形的任何信息视为保密信息：(i) 并非因卖方或其雇员或分包商的任何作为或不作为而直接或间接造成的，此前已在公共领域发布的任何信息；或 (ii) 在 Juniper 向卖方披露之时，卖方已在不受使用或披露限制的前提下适当知悉的（且并非与本协议相关联而知悉的）信息。

卖方同意，与本协议项下所履行的服务或与属于 Juniper 的任何发明或保密信息相关的所有书面和说明材料，包括笔记和图纸，无论卖方如何体现、确定、收到或制作，均应为 Juniper 独有的专属财产。应 Juniper 请求（且在任何情况下在本协议终止时）卖方应向 Juniper 交付所有该等材料。未经第三方事先书面同意，卖方不得向 Juniper 披露、与履行项目相关联而使用、或诱导 Juniper 使用属于任何第三方的任何商业秘密或其他保密信息。本协议终止后，卖方在本条项下的义务仍然有效。“保密信息”包括当前存在或日后创建的、不为公众所知、且一旦被滥用或披露即存在对 Juniper 的业务产生不利影响的合理可能性的任何形式的任何及所有 Juniper 的信息。保密信息包括但不限于产品、运营、商业或财务信息、方法和做法或其客户；Juniper 的许可方、被许可方、供应商和客户的身份及 Juniper 与此等各方之间关系的性质；任何第三方向 Juniper 提交的保密、专有或商业秘密信息。

14. 工程信息、工具等。一切设计、工具、样板、图纸、信息（包括商业信息）或设备，若是由 Juniper 供应或披露的，或者，是由卖方专门为本订单而提供的，其全部或大体上全部成本均包含于本订单项下所订购产品的对价内，且用于本订单项下所出售产品的生产或与之相关，则应被视为 Juniper 的专有信息，并且应作为 Juniper 的专有财产，且卖方明确同意，如未事先获得 Juniper 的书面同意，其不得为了其他人或为了其他目的、或为了生产大于该订单所需的数量，而在生产或设计中使用上述设计、工具、样板、图纸、信息（包括商业信息）或设备。

Juniper 的所有该等财产，连同废料和剩余材料，均应在本订单终止、取消或完成时归还给 Juniper，但 Juniper 另行指示的情况除外。Juniper 就本采购订单提供的所有材料（除正常废料或由卖方付费更换的材料以外）应以零件或未使用材料的形式归还，且卖方应负责尽合理的谨慎保护所有该等材料，直至该等材料如此返还。

15. 抵消。Juniper 应有权在任何时候将卖方欠 Juniper 或其任何关联公司的任何金额与 Juniper 在任何时候就本订单应向卖方支付的任何金额进行抵消。

16. 额外费用。非经 Juniper 以书面方式特别约定，不允许收取任何种类的费用，包括包装费或文件费。

17. 分包与转让。非经 Juniper 以书面方式明确约定，卖方不得将本订单全部或部分分包或转让。

18. 缺陷产品。若本协议项下所出售或交付的任何产品在无论任何方面存在缺陷，则在因使用或出售该等产品造成或由该缺陷状况与其他原因共同导致任何人身或财产事故、伤害或损害的情况下，卖方应就此产生的任何及所有损失、索赔和费用向 Juniper 提供赔偿。

19. 保险。卖方同意对由于卖方履行本订单所产生的任何人身伤害或财产损失、产品和存货损害负责，并特此陈述并保证卖方已为该等设施购买了充分的保险。卖方亦同意为由卖方占有的任何 Juniper 的财产购买火灾及扩展责任险，对所有此等财产负责，并同意将其保持在良好状态，且不对其进行处置，但按照 Juniper 的指示处置的情况除外。卖方至少已购买并且将保持本协议《保险范围附件》（如有）所规定的保险，以及适用法律所规定的其他保险（包括工伤赔偿保险）。

20. 在 Juniper 场所内的工作。在卖方根据本订单在 Juniper 的场所内工作的情况下，若因此发生任何人身或财产事故、伤害或损坏，则由此产生的任何及一切损失、索赔和费用应由卖方向 Juniper 提供赔偿。

21. 遵守法律。卖方保证，在履行本协议项下工作的过程中，卖方已遵守了且将遵守所有适用的联邦、州和地方法律和法令，包括但不限于，职业安全与卫生条例法规、经修订的《1938 年公平劳动标准法》(Fair Labor Standards Act of 1938)、八小时工作法（《美国法典》第 49 编第 327-332 节）及对使用罪犯劳动进行规范的所有法律。

应请求，卖方同意出具证明表明已遵守了本协议项下所提供的货物和/或服务所适用的任何上述法律法规。Juniper Networks 为平等就业机会雇主，且为联邦承包商。因此，协议双方同意，其将在适用范围内遵守《11246 号行政令》(Executive Order 11246)、《1974 年越战退伍军重新适应援助法》(Vietnam Era Veterans Readjustment Assistance Act of 1974) 和《1973 年康复法》(Rehabilitation Act of 1973) 第 503 节，并同意这些法律通过本条的引用而被并入本协议。卖方承包商亦同意遵守与联邦劳动法项下的雇员权利通知相关的《13496 号行政令》（美国联邦法规第 29 编第 471 部，A 小部分附件 A）（如适用）的条款。卖方证明，卖方并未为其雇员维护或提供任何隔离设施，且卖方不允许其雇员在卖方控制之下的、设有隔离设施的任何地点提供服务。

22. 反腐败。卖方保证卖方出具的、法律要求的或与本订单相关的所有陈述和证明在本订单生效日都是准确、最新和完整的，并且，卖方陈述并保证，其不会违反美国或任何国家的法律采取任何行动或使用或支出任何资金（无论其来源如何），包括但不限于支付贿赂、回扣、政治捐赠或其他被禁止的支付。卖方了解并同意遵守经修订的美国《反海外腐

败法》(FCPA) 的条款。卖方不会在若违反当地法律的情况下向外国政府官员提供雇佣机会。卖方确认，卖方违反上述证明将对买方的声誉和业务造成严重的、无法准确估量的损害。因此，若因卖方违反 FCPA 或本条提及的其他法律而导致 Juniper 遭受任何经判决的索赔、直接请求、诉讼、直接损害赔偿、直接损失、罚款、处罚或经判决的成本（包括律师费），卖方同意就此为 Juniper 抗辩，赔偿 Juniper 并保护 Juniper 不受损害。

23. 美国政府的合同。如 Juniper 的采购订单原件通过合同号表明系在政府合同下订单，则卖方应遵守《联邦采购法规》(Federal Acquisition Regulations) 及其补充条例且不得额外收费，此等法规和条例被纳入主合同，且 Juniper 在合同或法规下有义务要求卖方遵守此等法规和条例，或者，此等法规和条例另行适用于本订单项下所供应的货物和服务；但前提是，该等条款应在对当事人进行适当替换（视情况而定）后适用于卖方，如“缔约官员”指“Juniper”，“承包商”指“卖方”，而“合同”应指本订单。

24. 适用法律与争议解决。本协议应适用加利福尼亚州的法律并依照其解释，但不包括其法律选择规则。因本协议产生的或与之相关的所有争议，包括与其存在、效力或终止相关的所有问题，均应根据届时有效的新加坡国际仲裁中心仲裁规则（“SIAC 规则”）通过仲裁最终解决，SIAC 规则应被视为通过本条的引用并入本协议。(a) 仲裁员应为三名。每一方将选择一名仲裁员。如此选择的两名仲裁员将选择第三名仲裁员，该第三名仲裁员将担任首席仲裁员。(b) 仲裁地应为新加坡。(c) 仲裁的语言应为英文。仲裁庭的所有裁决都是终局性的，且对双方具有约束力。仲裁裁决可以在任何有管辖权的法院得到强制执行。本条的任何规定均不禁止任何一方在任何有管辖权的法院寻求临时救济或临时保全令。若因请求临时救济而向法院提出任何申请，则对此等申请的解释不应与根据上款通过仲裁审理、解决或以其他方式处理争议的协定存在任何冲突。

Juniper Networks 简介

Juniper Networks 致力于网络创新。从设备到中心，从消费者到云提供商，Juniper Networks 提供转变网路体验与效率的软件、硬件与系统。公司为全球客户和合作伙伴提供服务。更多信息见 www.juniper.net。

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Juniper Networks General Terms and Conditions of Purchase

1. Acceptance and Formation of Agreement. Except to the extent Juniper Networks ("Juniper") states on the face of this Order that other terms and conditions shall apply, this Order constitutes Juniper's exclusive and complete offer. Any outstanding offer or quotation by Seller is hereby rejected. Acceptance of this Order is expressly limited to Seller's acceptance of all terms herein without modification and without addition of any terms. Seller's assent to the terms and conditions of this order is conclusively established by Seller's shipment of any of the goods or by Seller's commencement of execution of the Order or its commencement of rendering any of the services covered by this Order. Acceptance by Juniper of the goods or services described in this Order is not agreement by Juniper to any terms and conditions of Seller set forth in Seller's acknowledgement, quotation, invoice, sales order or the like, all of which are rejected by Juniper. The Order when executed by Juniper, together with any specifications, drawings and documents executed by Juniper or referred to herein, which by this reference are all made a part hereof, constitutes the Entire agreement (the "Agreement") between Seller and Juniper with respect to the goods and services and supersedes all other written or oral understandings relating to the sale of the goods and services by Seller to Juniper. Trade custom, trade usage and course of dealing are superseded by this Agreement and shall not be applicable in the interpretation of this Agreement in the event of any conflict between any documents referenced on the front side of this Order and the terms and conditions of the Order, then this Order will govern. This Agreement may not be modified, supplemented, waived or changed in any way except by a written instrument signed by Seller and a duly authorized representative of Juniper.

2. Warranty. In addition to any and all implied warranties and other rights which Juniper may have, Seller expressly warrants that all articles, materials, parts and work covered by this Order will conform to the specifications, drawings or other description furnished or adopted by Juniper and will be new, of merchantable quality, fit for its particular purpose, free from Defect in materials, workmanship and design and free of all liens, restrictions, reservations, encumbrances and security interests.

It is specifically agreed that the above warranties shall survive inspection, test and acceptance. This warranty shall run to Juniper, its successors, assigns and customers and to the users of its products.

At the request of Juniper, Seller shall promptly, at no cost to Juniper, either repair or replace (and prepay all packing and transportation costs of) any goods or services that do not conform to the foregoing warranty. Seller shall also be liable for all costs, expenses, incidental and consequential damages, penalties and other damage or cost incurred by Juniper which result from any goods or services not conforming with the foregoing warranty or any other provision of this Agreement, including without limitation, costs incurred in recalling any Product and shipping and redelivery costs. Any defective material returned to Seller shall be returned freight collect to Seller per routing instructions of Juniper. Replacement material shall be sent freight prepaid from Seller. Seller shall absorb the costs of premium transportation when defective or replacement material places actual time or delivery schedule constraints on Juniper.

3. Delivery Schedule/Termination. Seller shall deliver the goods and/or services according to the quantities and delivery dates scheduled on this Order. Time is of the essence in delivery. No partial shipments shall be allowed. Seller shall air freight/ship/deliver the required goods at its expense and shall be responsible for any loss, damage, including incidental and consequential damages that Juniper may suffer as a result of non-compliance to the delivery schedule. Juniper may at its option alternatively approve a revised delivery schedule or may terminate this Order without any liability to Seller on account thereof except for goods previously delivered and accepted. In addition, Juniper shall be entitled to postpone any delivery with 15 days' notice.

4. Transportation/shipping. Unless stated otherwise, transportation of goods purchased shall be FOB as detailed in the front face of this Order. In the country's origin where Juniper's appointed forwarders exist shipment shall be made via such forwarder as mentioned in this Order unless otherwise agreed To in writing by Juniper. In case of dispute on shipping terms and conditions the international "Incoterms (2000)" will be applied.

5. Prices. If no price is stipulated herein, the goods shall be charged at prices not exceeding last previously quoted or charged Juniper. Seller represents and agrees that Juniper shall be seller's most favored customer. Under this status, the price for each product sold hereunder shall be no higher than price charged by Seller to any other customer for the same, equivalent or similar products delivered during the same fiscal quarter, regardless Of terms or volumes. In addition, Seller represents and agrees that the terms and conditions of sale to Juniper shall be no less favorable to Juniper in every instance as those offered or agreed upon by Seller to any other customer unless Seller shall obtain the written agreement of Juniper after disclosure of such other terms to Juniper.

6. Packing List. An itemized packing slip bearing Juniper's order number as shown hereon must be left with the goods to ensure their receipt. If delivery is to be made by carrier an itemized delivery ticket must be attached to the outside of the package. Each container must be marked to show the purchase order number.

7. Change; Cancellation Charge. Juniper shall be entitled to replace any order for other products produced by Seller unless otherwise specifically agreed by Seller in writing. Juniper shall have the right to make changes in the order, but no additional charge will be allowed and no change will be effective unless authorized in writing by Juniper. If such changes affect delivery, quality, quantity or price, Seller shall notify Juniper immediately and negotiate an adjustment. Unless otherwise agreed in writing by Juniper, Juniper shall be entitled to cancel any portion or all o f the order without charge at any time prior to 15 days prior to shipment date. Any cancellation charges for orders cancelled within such period shall be limited to Seller's out-of-pocket Cost or unusable materials in Seller's inventory and identified to fulfillment of this Order. Cancellation shall be effective upon written notice, mailed, emailed or sent by fax by Juniper.

8. Patent Rights. Seller warrants that the goods purchased under this Order (and their sale, use or incorporation into manufactured products) are free and clear of infringement of any valid patent, copyright or trademark or proprietary information rights. Seller agrees to indemnify and save Juniper and its affiliates, distributors and customers harmless from any and all expenses, liability and loss of any kind (and all costs and expenses, including attorney's fees) growing out of claims, suits, damages or actions alleging such direct or indirect infringement by Juniper or its affiliates, distributors or customers, which claims, suits or actions Seller agrees to compose or defend. This indemnity shall extend to contributory infringement unless the infringement arises out Of Juniper's use of the article in a manner which could not be anticipated by Seller and which is not in conformity with Seller's specifications and recommendations. Seller is aware of no claims, potential claims, threats, proceedings, demands or inquiries suggesting assertion by any party that the goods specified in this Order or their sale, use or incorporation into manufactured products infringe any valid patent, copyright, trademark or proprietary information rights of others. Seller hereby agrees to

Promptly notify Juniper should Seller become aware of any such claim, potential claim, threat, proceeding, demand or inquiry and to fully inform Juniper as to asserted basis thereof.

In the case the goods specified in the Order or any part thereof, is held to constitute infringement and the sale or use of said goods or products or parts is enjoined, Seller shall at its own expense either procure for Juniper the right to sell and use said goods and products or parts, or replace same with equal but non-infringing goods or modify them so that they become equal but non-infringing or, if approved by Juniper, remove said goods and refund the purchase price and the transportation and installation costs thereof. Seller hereby grants to Juniper a license to repair, rebuild and relocate and to have repaired, rebuilt and relocated the goods purchased under this Agreement. Any unpatented knowledge or information concerning Seller's products, methods or manufacturing processes that Seller may disclose to Juniper incident to the purchase of the goods and services under this Agreement shall be deemed to have been disclosed as part of the consideration for this Agreement, and Seller agrees not to assert any claim against Juniper by reason of Juniper's use thereof.

9. Patent Rights on Juniper's Design. In the event that goods are purchased hereunder which incorporate Juniper's designs or unique specifications, the goods shall be deemed to be a derivative work of Juniper's designs and Seller agrees to grant, and hereby does grant to Juniper a non-exclusive, perpetual and irrevocable license under any intellectual property rights of Seller to make, have made, use and sell any embodiment, Implementation or improvement in the articles ordered hereunder which is embodied in the goods purchased hereunder.

10. Inspection. Regardless of the form or contents of any receipt given Seller at the time of delivery, and despite any payment which may have been made hereunder, all goods delivered shall be subject to an inspection by Juniper and its designees at any time within thirty (30) days aft delivery to Juniper. In addition, Juniper or its designees may during business hours and subject to reasonable prior notice perform inspections at Seller's premises to verify Seller's compliance with the requirements under this Order.

11. Rejection. If, in the opinion of Juniper, any of the goods delivered to Juniper under this Order is found to be defective or otherwise not in conformity with the requirements of this Order, Juniper shall have the right to reject such goods. Rejected goods not collected from Juniper's premises within the period specified in Juniper's notification of rejection shall be returned, disposed of or destroyed (at Juniper's discretion) at Seller's cost. In such case, Juniper reserves the right to order the goods from other sources, and additional costs and expenses shall be borne by Seller.

12. Independent Contractor. Seller is and shall remain an independent contractor and not an employee of Juniper. Seller, and not Juniper, shall have control over the method, manner and means of Seller's performance of the Project, subject to the Express provisions of this Agreement. Seller hereby acknowledges that it has no authority to enter into, and Seller hereby agrees not

To enter into, any contract, incur any liability, or otherwise act on behalf of Juniper. Nothing in this Agreement shall be construed to imply that Seller is an agent, employee, or other representative of Juniper, nor shall Seller make any representations to the contrary.

13. Nondisclosure. At all times during and subsequent to the term of this Agreement, Seller agrees to keep in strictest Confidence and trust all Confidential Information and to take all reasonable precautions to protect against its disclosure Or misuse. Without prior written consent of Juniper, Seller will neither use any Confidential Information other than for the sole benefit of Juniper for performance of Seller's duties in connection with the Project, nor disclose any Confidential Information except to employees of Juniper (or of Seller) with a need to know for purposes of performing the Project and who are subject to non-disclosure duties no less strict than those of this Section. Seller shall not, however, be required to treat as confidential any of the Confidential Information which Seller establishes by written evidence: (i) is in the public domain by reason of prior publication not directly or indirectly resulting from any act or omission of Seller or its employees or subcontractors, or (ii) was already properly known to Seller (other than in connection with this Agreement) without restriction on use or disclosure at the time of Juniper's disclosure to Seller.

Seller agrees that all written and descriptive material, including notes and drawings, however embodied or fixed, received or made by Seller in connection with the services performed under this Agreement or in connection with any Inventions or Confidential Information belonging to Juniper, shall be and are the sole and exclusive property of Juniper. Seller shall deliver all Such materials to Juniper upon request, but in any event upon any termination of this Agreement. Seller will not disclose to Juniper, use in connection with performance of the Project or induce Juniper to use any trade secret or other confidential information belonging to any third party without such third party's prior written consent. Seller's obligations under this section shall survive any termination of this Agreement. "Confidential Information" includes any and all Juniper information in any form, whether now existing or hereafter created, that is not generally known to the public and that, if misused or disclosed, could have a reasonable possibility of adversely affecting the business of Juniper. Confidential Information includes without limitation, product, operational, business or financial information, methods and practices or its customers; the identities of Juniper licensors, licensees, suppliers and customers and the nature of Juniper's relationships with them; confidential, proprietary or trade secret information submitted by any third party to Juniper.

14. Engineering Information, Tools, Etc. All designs, tools, patterns, drawings, information (including business information) or equipment supplied or disclosed by Juniper or, if supplied by Seller especially for this Order, the cost, or substantially all of the cost of which is included in the price to be paid for articles ordered hereunder, and relating to or for use in, the manufacture of articles sold hereunder, shall be deemed to be proprietary

information of Juniper and shall remain the sole property of Juniper, and Seller expressly agrees that the same will not be used in manufacture or design for the account of others or for other purpose nor for the manufacture of larger quantities than called for in that order, without first obtaining the consent of Juniper in writing. All such Juniper property, together with the spoiled and surplus materials shall be returned to Juniper at termination, cancellation or completion of this Order unless Juniper shall otherwise direct. All materials furnished by Juniper on this purchase order (except that which became normal material waste or was replaced at Seller's expense) shall be returned in the form or parts or unused material, and Seller shall be responsible for the use of reasonable care in the safeguarding of all such materials until so returned.

15. Setoff. Juniper shall be entitled at all times to set off any amount owing at any time from Seller to Juniper or any of its affiliated companies against any amount payable at any time by Juniper to Seller in connection with this Order.

16. Extra Charges. No charges of any kind, including charges for packaging or documentation will be allowed unless specifically agreed to by Juniper in writing.

17. Subcontract and Assignment. Unless specifically agreed to in writing by Juniper, Seller is not permitted to subcontract or assign any part or the whole of this Order.

18. Defective Articles. In the event that any article sold or delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify Juniper against any and all losses, claims and expenses by reason of all accidents, injuries or damages to persons or property resulting from the use or sale of such article or which are contributed to by the said defective conditions.

19. Insurance. Seller agrees to be responsible for any bodily injury or property damage and damage to product and inventory resulting from Seller's performance on this Order and hereby represents and warrants that Seller is carrying adequate insurance to cover such facilities. Seller also agrees to carry fire and extended coverage insurance and be responsible for any Of Juniper's property while in Seller's possession and agrees to maintain same in good condition and not to dispose of same except in accordance with Juniper's instructions. Seller has and will maintain at a minimum the insurance coverage specified In the Insurance Coverage Addendum attached hereto, if any, and such other insurance coverage (including worker's compensation coverage) as may be required by applicable law.

20. Work on Juniper's Premises. If Seller works under this Order on the premises of Juniper, Seller shall indemnify Juniper Against any and all losses, claims and expenses by reason of any accident, injury or damages to persons or property occurring in connection therewith.

21. Compliance with Law. Seller warrants that in performance of work under this Agreement, it has complied with or will comply with all applicable federal, state and local laws and ordinances, including but not limited to OSHA, the Fair Labor Standards Act

Of 1938 as amended, the 8-hour Law (49 USC 327-332), and all laws instructing the use of convict labor. Upon request, Seller agrees to issue certificates certifying compliance with any of the aforementioned laws or regulations as may be applicable to the goods and/or services being furnished hereunder. Juniper Networks is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The Seller contractor also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws. Seller certifies that it does not maintain or provide for its employees any segregated facilities, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

22. Anti-Bribery. Seller warrants that all representations and certifications furnished by Seller as required by law or regulation in connection with this Agreement are accurate, current and complete as of the effective date of this Order, and that Seller represents and warrants that it shall not take any action, use or spend any funds, regardless of source, in violation of the laws of the United States of America or any country, including but not limited to the payment of bribes, kickbacks, political contributions or other prohibited payments. Seller also certifies that it understands and agrees to abide by the provisions of the United States Foreign Corrupt Practices Act ('FCPA'), as amended. Seller may not offer employment to foreign officials if doing so would violate local laws. Seller acknowledges that in the event of a breach of these above mentioned certifications above by Seller, Buyer may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result thereof, Seller agrees to defend, indemnify and hold harmless Juniper for all awarded claims, direct demands, causes of action, direct damages, direct losses, fines, penalties or awarded costs, including attorney's fees that Juniper may suffer by reason of the violation by Seller of the FCPA and the other laws referred to herein.

23. U.S. Government Contracts. If Juniper's original purchase order indicates by contract number that it is placed under a government contract, then Seller shall without extra fee or charge comply with those provisions of the Federal Acquisition Regulations and supplements thereto that are incorporated in the prime contract and Juniper is required by contract or regulation to impose upon Seller or that are otherwise applicable with

Respect to goods and services to be supplied under this Order; provided, however, that such provisions shall apply as to Seller with appropriate substitution of parties, as the case may be - i.e., "Contracting Officer" shall mean "Juniper", "contractor" shall mean "Seller", and the term "Contract" shall mean this Order.

24. Applicable Law and Dispute Resolution. This Agreement shall be Governed by and interpreted in accordance with the law of the State Of California except for its choice of law rules.

Any dispute arising out of or in connection with this Agreement, including Any question regarding its existence, validity or termination, shall be Referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be Incorporated by reference in this clause.

- (a) The number of arbitrators shall be three. Each party will choose one arbitrator. The two arbitrators so chosen will then select a third who will Serve as chief arbitrator.
- (b) The place of arbitration shall be Singapore.
- (c) The language of the arbitration shall be English.

Any award of the arbitral tribunal shall be final and binding on the parties. The arbitral award may be enforced in any court of competent jurisdiction.

Nothing in this clause shall preclude any party from seeking interim relief or Orders for interim preservation in any court of competent jurisdiction. Applications to a court in connection with a request for interim relief shall not Be deemed inconsistently in any way with the agreement to adjudicate, settle Or otherwise address disputes by arbitration in accordance with the preceding Clause.

About Juniper Networks

Juniper Networks is in the business of network innovation. From devices to data centers, from consumers to cloud providers, Juniper Networks delivers the software, silicon and systems that transform the experience and economics of networking. The company serves customers and partners worldwide. Additional information can be found at www.juniper.net.

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