

READ THIS END USER SUPPORT AGREEMENT (“AGREEMENT”) IF YOU HAVE ORIGINALLY PURCHASED, FROM AN AUTHORIZED RESELLER, SUPPORT SERVICES TO BE DELIVERED BY JUNIPER NETWORKS. **BY CONTACTING AND USING JUNIPER NETWORKS FOR TECHNICAL SUPPORT AND/OR HARDWARE REPAIR/REPLACEMENT SERVICES OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED HEREIN, YOU (AS CUSTOMER OR IF YOU ARE NOT THE CUSTOMER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE CUSTOMER) CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN (A) DO NOT CONTACT JUNIPER NETWORKS FOR TECHNICAL SUPPORT OR HARDWARE REPAIR/REPLACEMENT SERVICES, AND (B) YOU MAY CONTACT JUNIPER NETWORKS REGARDING SUPPORT TERMS.**

### End User Support Terms and Conditions

**1. Definitions:** In this Agreement, the following definitions shall apply:

- a) “Advance Hardware Replacement Support Plan” means an advance hardware replacement support plan as described on Attachment A that has been purchased by Customer.
- b) “Agreement” means (1) the End User Support Terms and Conditions; (2) Attachment A – End User Support Plan Descriptions; and (3) Attachment B – System Information. All attachments are incorporated into and become a part of this Agreement.
- c) “Authorized Reseller” means an authorized reseller of Juniper Networks.
- d) “Business Day” means Monday through Friday, 8:00 a.m. to 5:00 p.m. in the time zone where such JTAC is located, excluding regional Holidays.
- e) “Customer” means the person or organization that originally purchases Support services from an Authorized Reseller.
- f) “Customer Support Center” means Juniper Networks’ web-based support available at the URL: <http://www.juniper.net/support> that provides the Customer access to a database of Software releases, technical tools, frequently asked questions, documentation, technical notes, product information, bug reporting and resolution.
- g) “Documentation” means user manuals and technical notes provided by Juniper Networks for use with the Software and Hardware.
- h) “Hardware” means Juniper Networks’ equipment and hardware that have been supplied to Customer by Juniper Networks or an Authorized Reseller.
- i) “Hardware Replacement Support Plan” means the Hardware replacement support options set forth on Attachment A.
- j) “Juniper Networks” means (a) Juniper Networks (Ireland) and/or its authorized service representative(s) if Support will be provided in Europe, the Middle East or Africa; (b) Juniper Networks (Hong Kong) Ltd. and/or its authorized service representative(s) if Support will be provided in the Asia Pacific Rim; or (c) Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Support will be provided in North America, Central America or South America.
- k) “JTAC” means the Juniper Networks Technical Assistance Center, which is staffed by trained engineers responsible for answering technical questions, diagnosing system problems, and providing Work Arounds as needed.
- l) “Problem Resolution” means a resolution to a Problem that (i) causes Software and Hardware to substantially conform with the Documentation, and (ii) restores the service and operation of the System without any material loss of functionality. Any Problem Resolution required hereunder will be delivered to Customer in Juniper Networks’ next regularly scheduled major Software Release.
- m) “Problem” means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem.

- n) "Priority 1 Problem" means any fault in a System that causes a catastrophic impact to mission critical functionality. Examples of Priority 1 Problems include total loss or continuous instability of mission critical functionality, Customer's production network or system is down causing Customer's end users to experience a total loss of service, or instability to use a feature or functionality that is currently relied upon for mission critical functionality.
- o) "Priority 2 Problem" means any fault in a System that causes a significant impact to mission critical functionality. Examples of Priority 2 Problems include issues that are impairing, but not a total loss of mission critical functionality, intermittent issues that affect mission critical functionality, inability to deploy a feature that is not currently relied upon for mission critical functionality or loss of redundancy of a critical Hardware component.
- p) "Priority 3 Problem" means any fault in a System that causes minimal impact to business operations. Examples of Priority 3 Problems include issues in the network or on the System that are not causing impact to mission critical functionality, non-repeated issues that have impacted mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause adverse impact to a production network, time sensitive questions or information requests, or workaround in place for Priority 1 and Priority 2 issues.
- q) "Priority 4 Problem" means any non-conformance to Documentation that has no impact to business operations. Examples of Priority 4 Problems include information requests, standard questions on configuration or functionality of equipment, non-urgent RMA requests or cosmetic defects.
- r) "Problem Report" means a description of the Problem encountered by Customer when Customer submits a request for Technical Support. Each Problem Report will include a description of how to repeat the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by Customer and Juniper Networks.
- s) "Site" means the physical location where System(s) are installed as specified by Customer from time to time.
- t) "Software" means Juniper Networks computer software in object code format either sold as a stand-alone application or incorporated in the Hardware.
- u) "Software Release" " means a new production version of the Software.
- v) "Support" means the Technical Support and Hardware repair/replacement services provided by Juniper Networks as set forth in this Agreement.
- w) "Supported Release" means the current version of the Software and certain prior versions of the Software as set forth in the current End of Service (EOS) policy.  
<http://www.juniper.net/support/eol/>
- x) "System(s)" means the Hardware, Software and Documentation that have been supplied to Customer by Juniper Networks or an Authorized Reseller.
- y) "Technical Support" means the technical support provided by Juniper Networks under Section 5 of this Agreement.
- z) "Work Around" means a temporary resolution of a Problem that restores the service and operation of a System without any material loss of functionality. A Work Around may consist of a Software patch or instructions on how to avoid a Problem.

## 2. Juniper Networks' Support Obligations.

Upon Juniper Networks' acceptance of a valid purchase order for Support and Customer's payment of the applicable fees as set forth in Section 6, Customer will be entitled to receive Support from Juniper Networks in accordance with the terms of this Agreement.

- a) Hardware Repair/Replacement. Juniper Networks will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware Replacement Support Plan selected by Customer and the terms set forth in Section 4. Juniper is not responsible for transportation or customs delays.
- b) Technical Support. Pursuant to the terms of Section 5, Juniper Networks will use its commercially reasonable efforts to:
- i) Provide Customer access to all Software Releases and related Documentation that Customer has licensed from Juniper Networks upon their general commercial release;

- ii) Provide Customer with access to JTAC staff, who will work with Customer to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Juniper Networks management as needed; and
  - iii) Post web-based reports to the Customer Support Center.
- c) On-site Support. In the event that Customer has purchased an Advance Hardware Replacement Support Plan that includes on-site support, then, upon Customer's request, Juniper Networks will use its commercially reasonable efforts to dispatch a technician to the affected site in accordance with the terms and timeframes of such plan as set forth on Attachment A. If Customer requires on-site support but has not purchased an Advance Hardware Replacement Support Plan that includes on-site support, then, upon Customer's request and subject to payment of fees described below, Juniper Networks will use commercially reasonable efforts to dispatch a technician to the affected site within a timeframe to be determined by Juniper Networks based upon the availability of resources. In such case, Customer will be billed at Juniper Networks' then-applicable standard rates for time and materials, and for reasonable travel and living expenses in accordance with Juniper Networks' travel plan guidelines as amended from time to time. Provision of onsite support is subject to the following limitations:
- i) On-site support is limited to Hardware replacement only; Juniper Networks does not provide On-site assistance for software troubleshooting, or any software related issues.
  - ii) On-site support may not be available for some Juniper Networks products or in some geographic regions and may require a "set-up" period before they can be made available to Customer. During such set-up period, Juniper Networks will use commercially reasonable efforts to provide to Customer the closest available service then available with respect to such product line or in such geographic region. Next Day On-site is provided in the regional time zone of the Customer Site.
  - iii) For the Juniper Networks -IDP and Secure Access product lines, Juniper Networks will only provide assistance with the delivery and initial set up of the Hardware. Customer is responsible for the reconfiguration and/or allowing JTAC access to the device to restore the Hardware to its last saved configuration status. Customer is responsible for maintaining a backup of the configuration that can be used to restore the device.
- d) End of Life Procedures and End of Support. Juniper Networks will provide End of Life (EOL) notification for discontinued Hardware and spare parts to Customer, either directly or through an announcement posted on the Juniper Networks website, at least 180 days in advance of the EOL date. During the notification period and subject to availability, Customer may continue to purchase such Systems, provided that delivery is taken within 180 days of the EOL effective date. EOL Systems shall be repaired, or replaced with similar products, at Juniper Networks' discretion, following the guidelines in the current End of Service (EOS) policy (<http://www.juniper.net/support/eol/>). In the event such repair or replacement is not covered under warranty, Customer will be charged Juniper Networks' then-standard rates.
- e) Exclusions. Juniper Networks is not obligated to provide Support for:
- i) third party devices (hardware, software cabling, etc. not provided by Juniper Networks) or problems with the System(s) that are caused by such devices;
  - ii) problems with Systems that have been modified by someone other than Juniper Networks' personnel or Juniper Networks' qualified service technicians;
  - iii) Systems damaged, whether by fire, virus, impact, power surge or other events beyond Juniper Networks' reasonable control, other than through the negligence or willful misconduct of Juniper Networks, its agents or employees;
  - iv) problems caused by the use of a System in an environment other than that for which it was designed, as specified in the Documentation;
  - v) problems with Systems where Customer did not provide the required System information set forth in Section 3 f);
  - vi) problems with Software that is not a Supported Release;
  - vii) any Systems, Hardware or Software purchased or otherwise obtained from any party other than Juniper Networks or an Authorized Reseller; or

- viii) problems with Hardware, Systems or parts thereof that are past their End of Life date, as provided in Section 2 d) above.

Customer may, at its sole option, request that Juniper Networks provide Support for one or more of the above excluded problems. If Juniper Networks does attempt to resolve one or more of the above excluded problems based on Customer's request, Customer agrees to pay for such Support at Juniper Networks' then-applicable rates for time and materials.

### 3. Customer Obligations.

- a) Maintaining Supported Releases. All Software Releases provided to Customer shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms included with the Software Releases. Customer is not required to install every Software Release on Customer's System(s), as they become available from Juniper Networks. However, Customer acknowledges that in order to obtain Support for problems with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Problem Resolution, it may be required to upgrade to a Supported Release to address any such problems.
- b) Network Access. For any Problem identified as a Priority 1 Problem, Customer will provide Juniper Networks or its authorized service representative access to the affected network environment, and will assign a technical contact for Juniper Networks. Furthermore, if Juniper Networks determines that its technical personnel need access to the Customer's network in order to remotely diagnose a problem, Customer will ensure that Juniper Networks' personnel have the necessary level of authorized access to such network. Customer shall have the right to observe such access.
- c) Staffing. Customer shall maintain a reasonable number of support engineers who are trained on Juniper Networks' Systems. Customer's support engineers must be proficient in the operation of the Systems and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to Juniper Networks' engineers of customer issues and responses will be conducted in English. Customer shall pay for Support rendered by Juniper Networks due to modifications not authorized by Juniper Networks at Juniper Networks' then prevailing rates for time and materials.

- d) Decommissioned Systems. Customer may elect to cover all or none of its System(s) under this Agreement except that, effective at the end of each annual term of this Agreement, Customer may exclude System(s) that it has permanently decommissioned and identified in a written notice to Juniper Networks at least 30 days prior to such decommission. In addition, Juniper Networks will grant Customer a pro-rated credit for any pre-paid support on Systems that are permanently decommissioned or accidentally destroyed during an annual support term and Customer may use such credit for future service orders only.

- e) Configuration Files. Customer is responsible to maintain a backup of the configuration that can be used to restore the device.

- f) System Information. In order for Juniper Networks to provide the appropriate level of Support promptly and efficiently, Customer must provide to Juniper Networks the following information for each System under a Support plan:

- i) product license key or serial number;
- ii) configuration;
- iii) installation address; and
- iv) Site contact person.

Customer may either provide the above System information to Juniper Networks in the purchase order for each System or in the form set forth in Attachment B. If Customer physically moves any System from the original Site to another location, Customer must notify Juniper Networks immediately to update their support contract. Prior to Juniper Networks' receipt of such notification, Juniper Networks shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such System.

- g) Compliance with Laws; Export Requirements. Customer shall comply with all applicable laws and regulations. Customer acknowledges and agrees that it and Juniper Networks are subject to regulation by agencies of the United States Government, including the U.S. Department of Commerce and Defense, which prohibits export or diversion of the Systems to certain countries. Regardless of any disclosure made by Customer to Juniper Networks of an ultimate destination of the Systems, Customer warrants that Customer will not export, either directly or indirectly, any Systems without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. Customer agrees to accept Juniper Networks' on-

line Export Notice and Acknowledgment prior to receipt of any Software Releases under this Agreement

h) Spares on Site. Customer agrees that as a standard requirement each Spares On-Site (SOS) location will be required to take an inventory of Hardware physically in stock on a quarterly basis and provide the results to the Juniper Networks Global Services Operations (GSO) Inventory Management group. As part of the Spares On-Site (SOS) program, Customer is responsible to designate a logistics contact at each" site location to handle questions, issues, and inventory related actions, from Juniper Networks and agrees to allow Juniper Networks to inspect SOS location(s) no more than once per year. In addition, if during reconciliation review, it has been determined that the Spares On-Site (SOS) location does not have the applicable Juniper Networks inventory in stock, and upon verification by the Spares On-Site (SOS) location that the missing inventory cannot be found or accounted for, or if the inventory is damaged while onsite as a result of Customer's practices, the item(s) shall be considered lost, and Juniper Networks shall have the right to seek reimbursement for the lost item(s) from the Customer at the price on Juniper Networks current price list. In addition, Juniper Networks may seek reimbursement for additional expenses incurred as a result of lost inventory including, but not limited to, transportation and/or duties on replacement Hardware.

#### 4. Hardware Repair/Replacement.

- a) Hardware Return Procedure. In the event of Hardware failure, Customer must contact JTAC for Hardware failure validation and troubleshooting. After JTAC has validated the Hardware failure, Customer will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to Juniper Networks must have a RMA number assigned prior to their return. Customers who are not under any Support Plan may purchase Support from Juniper Networks at Juniper Networks' then prevailing rates for time and materials. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at Customers expense.
- b) Hardware Replacement. If Customer has purchased a Hardware Replacement Support Plan, then Juniper Networks will provide replacement part(s) to Customer in accordance with the Hardware Replacement Support Plan selected by Customer and include a return kit with each replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label, as applicable. Customer must follow the return instructions to return the defective Hardware or parts within 10 business days of failure or pay the purchase price of replacement parts for any Hardware.

#### 5. Technical Support.

- a) Software Release. Juniper Networks will make available Software Releases and applicable Documentation, if any, to Customer as such releases become generally commercially available. Each Software Release will include a written description of the changes included in such release, and such description will also include a discussion of the purpose or reason for releasing the Software Release. Every Software Release will be accompanied by written installation instructions.
- b) Access to JTAC. Customer's access to the JTAC shall be by telephone or web-based. The parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information
- c) Web-Based Technical Support. Juniper Networks shall post to the Customer Support Center, on a regular basis, a report listing the following information:
- i) bugs, errors, or deficiencies in the Software, and the classification of each;
  - ii) any resolutions or fixes; and
  - iii) any available Work Arouns.
- d) Technical Support Procedures. For each request by Customer for Technical Support from Juniper Networks, Customer shall provide Juniper Networks with a Problem Report. Juniper Networks shall identify each discrete issue relating to a Problem Report with a unique "Case Number" for tracking purposes. Upon request by Customer, Juniper Networks shall provide a "Status Report" on any Problem logged for Customer provided that Customer identifies the particular Problem by the Case Number assigned to it by Juniper Networks. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Problem Resolution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for Customer shall remain open until closure notification is received from Juniper Networks and accepted by Customer. By mutual agreement between Customer and Juniper Networks, Problems shall be categorized and handled according to the procedures set forth below:

- i) **P1 – Priority 1 Problems.** If the Problem is identified as a Priority 1 Problem, the Juniper Networks' Customer Service duty manager will be immediately notified of any Priority 1 Problems to ensure engagement of all appropriate resources. Juniper Networks and Customer shall work continuously (on a 24x7x365 basis), and shall use all commercially reasonable efforts, to work with Customer's dedicated resources to resolve the Priority 1 Problem until a Work Around or a Problem Resolution is successfully implemented. If a Priority 1 Problem is not resolved within a maximum of 1 hour from the time it is classified as such by Juniper Networks, Juniper Networks' Customer Service will confer with the appropriate Juniper Networks' engineering subject-matter expert. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in Customer's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Customer with a Work Around. If a Work Around is successfully implemented, a Priority 1 Problem shall be reclassified to the appropriate priority level. Subject to the foregoing, Juniper Networks will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Priority 1 Problem having been observed or reproduced by Juniper Networks.
- ii) **P2 – Priority 2 Problems.** If the problem is classified as a Priority 2 Problem, Juniper Networks and Customer shall work full-time during normal business hours (extending to 24 hours per day as needed), and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in Customer's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or Problem Resolution within 5 calendar days of a Priority 2 Problem being reported to Juniper Networks by Customer.
- iii) **P3 – Priority 3 Problems.** If a problem is classified as a Priority 3 Problem, Juniper Networks and Customer shall work full-time during normal business hours, and shall use

all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in Customer's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or a Problem Resolution within 30 calendar days of a Priority 3 Problem being reported to Juniper Networks by Customer.

- iv) **P4 – Priority 4 Problems.** Juniper Networks shall use commercially reasonable efforts to work with Customer during normal business hours to provide information or assistance as requested. Juniper Networks will use all commercially reasonable efforts to provide a Work Around, Problem Resolution or other requested assistance within 90 calendar days of a Priority 4 Problem being reported to Juniper Networks by Customer.

The response times set forth in this Section 5 d) constitute targeted goals of the Technical Support to be provided by Juniper Networks to Customer, and it is understood that Juniper Networks shall use commercially reasonable efforts to attempt to resolve any Problems within the target times set for the relevant priority level. The parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute a breach of Juniper Networks' obligations under this Agreement.

- e) **Escalation Management.** In addition to setting priority levels for reported Customer problems, Juniper Networks will provide the following systematic escalation management for Problems:

| Owner                                 | Priority 1 | Priority 2 | Priority 3 | Priority 4 |
|---------------------------------------|------------|------------|------------|------------|
| Manager, Technical Support            | 1 hour     | 12 hours   | 15 days    | 30 days    |
| Director, Customer Service            | 2 hour     | 24 hours   |            |            |
| Vice President, Customer Service      | 4 hours    | 96 hours   |            |            |
| Vice President, Engineering and Sales | 4 hours    |            |            |            |

| Owner   | Priority 1 | Priority 2 | Priority 3 | Priority 4 |
|---|------------|------------|------------|------------|
| Executive Vice President, Operations and Field Operations | 24 hours   |            |            |            |

**6. Support Fees.**

- a) Annual Fee. In consideration for the Support, Customer shall pay to Authorized Reseller an annual fee agreed upon by Customer and Authorized Reseller. By issuing a purchase order to an Authorized Reseller for Support, Customer agrees to be bound by the terms and conditions of this Agreement.
- b) Renewal. No less than 60 days prior to the expiration of the initial and subsequent one-year terms, a notice of expiration and a quotation for the annual fees for the subsequent one-year terms will be provided to Customer or Authorized Reseller. If Customer wishes to continue receiving Support, then Customer shall provide a purchase order to an Authorized Reseller to match the quotation on or before the expiration date. Upon receipt, Customer shall be invoiced in accordance with the terms of this Agreement.
- c) Purchase Orders. Customer will designate the level of Support and the Hardware Replacement Support Plan selected in its purchase order(s) to Authorized Reseller. All purchase orders must be signed by an authorized Customer representative. Terms and conditions contained in purchase orders submitted to Authorized Reseller shall apply as between Customer and such Authorized Reseller and shall have no binding effect on Juniper Networks.
- d) Payment Terms. The parties acknowledge Customer is buying pass-through Support from Authorized Reseller. Customer will pay all Support fees to Authorized Reseller, and Authorized Reseller will pay Juniper Networks for pass-through Support purchased by Customer.
- e) Reinstatement of Support. If (i) the standard warranty has ended, (ii) a previously purchased Support contract has expired, been terminated by Customer or terminated by Juniper Networks for non-payment or (iii) there has been a transfer of product ownership, the Juniper Networks equipment must be inspected or a reinstatement fee paid before placing such equipment under a new Support services contract. The inspection and reinstatement fee is non-refundable and does not apply to the purchase of the Support services contract, following the Support Services Inspection

and Reinstatement Policy (<http://www.juniper.net/support/guidelines.html>). Systems that have not been inspected or where a reinstatement fee has not been paid will be eligible for time and material level of support only at Juniper Networks' then current rates, and will be subject to minimum charges. Systems must be running a Supported Release to qualify for Support. Systems that have reached End of Service (EOS) or are within one (1) year of EOS are not eligible for the purchase of a Support services contract. Systems that have reached the End of Life (EOL) announcement date will have a reduced level of services available during the five (5) year EOS timeline.

- f) Taxes. All prices payable under this agreement are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper Networks prior to invoicing, and Customer shall promptly notify Juniper Networks if their exemption is revoked or modified. All payments made by Customer shall be net of any applicable withholding tax. Customer will provide reasonable assistance to Juniper Networks by promptly: providing Juniper Networks with valid tax receipts and other required documentation of Customer's payment of any withholding taxes; applying for reduced tax rates; and notifying and assisting Juniper Networks in any audit or tax proceeding, related to transactions hereunder. Customer shall comply with all applicable tax laws and regulations, and Customer will promptly pay or reimburse Juniper Networks for all costs and damages related to any liability incurred by Juniper Networks as a result of Customer's non-compliance or delay with its responsibilities herein. Customer's obligations under this Section 6(f) shall survive termination or expiration of this Agreement.

**7. Confidential Information.**

- a) Disclosure of Information. The parties acknowledge that they may receive from each other and have access to certain confidential information of the other party ("Confidential Information"), including confidential information about the business plans, customers, personnel, financial data, technology or products of the other party. Information shall be considered Confidential Information if it is labeled as confidential or proprietary or, if supplied as an oral disclosure, is stated at the time of disclosure to be confidential or proprietary. The parties agree that Software and Documentation shall be deemed Juniper Networks' Confidential Information under this Agreement. The parties agree not to use the other's Confidential Information for any purpose except as contemplated by this Agreement. The use and access to Confidential Information shall be limited by the

parties to their employees who need to know such Confidential Information for the purpose of carrying out the parties' respective obligations under the Agreement and the parties shall similarly bind these employees to abide by the terms of this Section 7 in writing. Confidential Information may include confidential, proprietary and/or trade secret information which is owned by third parties, which have granted sufficient rights to the parties to permit the parties to provide Confidential Information to each other hereunder. Customer shall not remove any proprietary, copyright, mask work, trade secret or other legend from any System or Confidential Information. The Parties shall, upon the termination of this Agreement, certify the destruction of or return to the other party all tangible manifestations of Confidential Information received from such parties pursuant to this Agreement (and all copies and reproductions thereof).

Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

- b) **Exclusions.** The restrictions contained in Section 7 a) shall not apply to Confidential Information to the extent such information (i) is known to the recipient at the time of disclosure; or (ii) is independently developed by the recipient provided the recipient can show that such development was accomplished by or on behalf of the recipient without the use or any reference to Confidential Information; or (iii) becomes known to the recipient from any source without confidentiality restriction on subsequent disclosure or use; or (iv) is or becomes part of the public domain through no wrongful act of the recipient. A party shall also have the right to disclose Confidential Information pursuant to any binding judicial or governmental requirement or order; provided that it takes reasonable steps to give the other party sufficient prior notice in order to contest such order or seek protective measures.
- c) **Injunctive Relief.** In the event of a threatened or actual breach of this Section 7, the non-breaching party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

## **8. Proprietary Materials; Information Provided by Others.**

- a) Subject to the limitations set forth below in this Section 8, Customer hereby grants to Juniper Networks, and Juniper Networks hereby accepts, access to and use of Customer's and/or its third party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Support. Customer warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Materials to Juniper Networks hereunder. Juniper Networks shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Materials, except as necessary to provide Support and as approved by Customer.
- b) Juniper Networks agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.
- c) Juniper Networks will be entitled to rely on the accuracy and completeness of information prepared and/or provided by Customer. Juniper Networks shall not be liable to Customer or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by Customer.

## **9. Limitation of Liability.**

JUNIPER NETWORKS' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ONE (1) YEAR OF SUPPORT PROVIDED HEREUNDER. IN NO EVENT SHALL JUNIPER NETWORKS HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**10. Term and Termination.**

- a) **Initial Term.** This Agreement shall be binding upon Juniper Networks, and the initial term of this Agreement shall commence, on the date that a valid purchase order for Support is accepted by Juniper Networks. Support will commence on the date mutually agreed upon by the parties and continue for a period of one year thereafter, or, if Customer initially pays for more than one year of Support in advance, then the initial term of this Agreement shall continue for the specified number of years of Support initially purchased by Customer.
- b) **Renewal Terms.** Upon expiration of the initial term and acceptance by Juniper Networks of a valid purchase order for a renewal term of Support, this Agreement will be automatically renewed for successive 1 year periods (or such longer period of Support pre-paid by Customer) unless at least 60 days prior to the date of renewal either party notifies the other in writing of its intent not to renew.
- c) **Termination for Breach.** If either party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 30 days but is capable of cure, the breaching party shall not be in default if, within 30 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time to cure the breach before being in default. Notwithstanding anything to the contrary herein, Customer's breach of payment obligation constitutes a default the date the payment is due and Juniper Networks shall have the right to terminate this Agreement immediately
- d) **Termination for Insolvency.** Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.
- e) **Survival.** The provisions of Section 6(f), 7, 8, 9, 10 and 11 shall survive termination hereof for any reason.

**11. Miscellaneous.**

- a) **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of California without reference to conflict of law principles. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- b) **Venue.** For any disputes arising out of or in connection with this Agreement, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, except that either party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by the other party.
- c) **Entire Agreement.** The terms and conditions contained in this Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.
- d) **Force Majeure.** Except for Customer's payment obligations, neither party will be responsible for any failure to perform due to causes beyond its reasonable control.
- e) **Assignment.** Customer may not assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of Juniper Networks. Any prohibited assignment will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.
- f) **Litigation Expenses.** In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.
- g) **Notice.** Notices and other communications pertaining to Agreement shall be in writing and shall be deemed delivered upon personal delivery, signed-for delivery by commercial courier, or 3 days after deposit in US mail via certified mail, return receipt requested, postage prepaid. All notices of

communication between Customer and Juniper Networks pertaining to this Agreement shall be directed to the address specified on the cover/signature page of this Agreement or to another address they have designated by the foregoing written notice procedures.

- h) No Waiver. The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement.
- i) Counterparts. This Agreement may be executed in counterparts which when taken together will constitute one instrument.
- j) Invalidity. If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.

**Attachment A – J-Care Continuity Services  
End User Support Plan Descriptions<sup>1</sup>**

**Technical Support**

|  | Core | Core Plus | Core Limited <sup>2</sup> | Next-Day <sup>3</sup> | Next-Day Onsite <sup>3</sup> | Same-Day <sup>3</sup> | Same-Day Onsite <sup>3</sup> |
|--|------|-----------|---------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| <b>JTAC Access</b>                           | X    | X         |                           | X                     | X                            | X                     | X                            |
| <b>Limited JTAC Access</b>                   |      |           | X                         |                       |                              |                       |                              |
| <b>Software Releases</b>                     | X    | X         | X                         | X                     | X                            | X                     | X                            |
| <b>Online Tools</b>                          | X    | X         | X                         | X                     | X                            | X                     | X                            |
| <b>Return-to-factory</b>                     |      | X         |                           |                       |                              |                       |                              |
| <b>Next-Day Advance Hardware Replacement</b> |      |           |                           | X                     | X                            |                       |                              |
| <b>Same-Day Advance Hardware Replacement</b> |      |           |                           |                       |                              | X                     | X                            |
| <b>Onsite Technician</b>                     |      |           |                           |                       | X                            |                       | X                            |

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| <b>JTAC Access</b>         | With JTAC support, Customer has unlimited access to JTAC engineers by phone and online 24x7x365. As a single point of contact for all of Customer's support needs, our JTAC engineers have extensive experience in supporting large-scale networks and help Customer diagnose system problems and provide solutions and workarounds where necessary. To ensure that JTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues in accordance with the terms of the Agreement.  |
| <b>Limited JTAC Access</b> | With Limited JTAC Access, Customer has access to JTAC 12 hours per day, 5 days per week (Monday-Friday during U.S. business hours, excluding regional holidays). Customer is limited to 3 authorized callers and a maximum of 5 incidents per year. As a single point of contact for all of Customer's support needs, our JTAC engineers have extensive experience in supporting large-scale networks and help Customer diagnose system problems and provide solutions and workarounds where necessary. To ensure that JTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues in accordance with the terms of the Agreement. |
| <b>Software Releases</b>   | Juniper Networks will provide Customer with access to all new Software Releases Customer has licensed when they are made available for general public release   |
| <b>Online Tools</b>        | Access to the Juniper.net Customer Support Center (CSC) at the URL: <a href="http://www.juniper.net/support">http://www.juniper.net/support</a> .   |
| <b>Return-to-factory</b>   | 10 Business Day Hardware repair or replacement. Customer returns the Hardware or part(s) to Juniper and Juniper has to the option to repair or replace the defective Hardware or part(s). The 10 Business Day period begins upon receipt of the defective Hardware or part(s) by Juniper Networks at a Juniper Networks repair facility. Hardware replaced under the terms of this Hardware Replacement Support Plan may be refurbished   |

<sup>1</sup> Certain support programs listed herein may not be available for all Juniper Networks product lines and in all geographic locations. Customer is advised to contact Authorized Reseller or Juniper Networks to confirm the support programs available for the particular products purchased by Customer. Juniper Networks may add, delete and modify support programs available for purchase at its discretion. Certain Support plans may require a base fee per applicable network. A description of the Support plans may also be found at [http://www.juniper.net/products\\_and\\_services/jcare/index.html](http://www.juniper.net/products_and_services/jcare/index.html).

<sup>2</sup> Available for Juniper Networks Steel-Belted Radius and Odyssey Access Client product lines only.

<sup>3</sup> Next-Day, Next-Day Onsite, Same-Day and Same-Day Onsite services requires pre-approval by Juniper Networks prior to commitment of delivery of service.

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|                 | or new equipment substituted at the option of Juniper Networks.   |
| <b>Next-Day</b> | “Next Business Day” is defined as 12 hours a day, 5 days a week delivery of advance Hardware replacements. “Next-day delivery” means that Juniper Networks will deliver advance replacements for defective Hardware on the Next Business Day for replacement requests placed by three (3) p.m. (local Customer time) Monday through Friday, except Juniper Networks’ regional holidays. For countries where Next Business Day delivery is unavailable, Juniper Networks will ship the replacement part within 24 hours of the RMA origination. Actual delivery will be subject to local customs and importation restrictions and transportation delays. |
| <b>Same-Day</b> | Same-day delivery of advance Hardware replacements, 7 days per week, including holidays. “Same-day delivery” means that Juniper Networks will deliver advance replacements for defective Hardware or part(s), 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure by Juniper Networks, to Sites located within 100 miles of an authorized Juniper Networks’ parts depot.   |
| <b>Onsite</b>   | A Juniper Networks trained service technician will arrive onsite upon final diagnosis of a part failure by Juniper Networks. The service technician will arrive with a replacement product, coordinate with JTAC and the Customer for final resolution of the problem, and return the defective product to Juniper Networks on behalf of the Customer.  |

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| <b>Knowledge Transfer<sup>4</sup></b>      | Customer shall have access a series of eLearning courses designed specifically Juniper Networks product troubleshooting features, product webcasts and up to five (5) certification vouchers per applicable support term.   |
| <b>Automated Incident Management</b>       | <p>This feature provides access to deliverables such as the Advanced Insight Manager (AIM) and Advanced Insight Scripts (AI-Scripts) to detect, analyze, troubleshoot and report specific incidents. .AIM and AI-Scripts are key components of Juniper’s Advanced Insight Solutions (AIS), which is the key technology enabling the automated incident management infrastructure.</p> <p><u>Additional Customer Responsibilities for AIS include the following:</u> i) Customer will install and set up Advanced Insight Script and Advanced Insight Manager to enable the available services in this offer, ii) Customer is responsible for all necessary hardware required for the automated incident management infrastructure components, (Please refer to Advanced Insight Solutions User Guide for detailed requirements – <a href="http://www.juniper.net/techpubs/software/management/ais10/ais-guide/toc/noframesTOC.htm">http://www.juniper.net/techpubs/software/management/ais10/ais-guide/toc/noframesTOC.htm</a> ) iii) Customer is responsible for setting up Internet access of AIM to connect to JTAC including any potential firewall settings, iv) Customer will provide Hardware and Software inventory along with configuration data as and when requested by Juniper Networks to enable delivery of the service deliverables mentioned in this offering, vi) Customer will participate in ongoing communications with Juniper Networks’ primary contact(s) that will help in the delivery of knowledge transfer and other proactive communications, vi) Customer will participate in meetings that are scheduled ahead of time to discuss service deliverables, vii) Customer will ensure that the requirements identified for the proper working of the Juniper Networks solution are in place. These requirements may be documented in the product documentation or user guides or additional recommendations communicated by the Juniper Networks team from time to time for proper delivery of Juniper Networks services</p> <p>AIM license is valid for so long as Customer has paid the annual support fee for the J-Care Continuity Services support offering.</p> |
| <b>Inventory Management Assistance</b>     | This offering shall automatically collect and record the device inventory information such as device name, software version, platform, serial number, chassis inventory details for all devices managed by Advanced Insight Manager   |
| <b>Access to Insight JTAC</b>              | Customer shall have access to Insight JTAC team which includes senior JTAC engineers to handle Priority 1 and Priority 2 cases 24 hours a day, seven days a week. These JTAC engineers have extensive experience with very high levels of expertise and advanced troubleshooting skills to help resolve high priority issues.   |
| <b>Service Management Desk<sup>5</sup></b> | Customer will have access to a designated team and a named contact to assist with escalation management of cases and account set up with Juniper.   |

<sup>4</sup> Advanced Insight Solution, Knowledge Transfer and all service deliverable reports are available in English only.

<sup>5</sup> The Service Management Desk is available during local business hours Monday through Friday.

- a. AMER: 8am – 5 pm
- b. EMEA: 9am - 5pm
- c. APAC: 9am – 5pm