

**READ THIS JUNIPER NETWORKS END USER SUPPORT AGREEMENT (“EUSA”) CAREFULLY. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE END USER PURCHASER OF ANY JUNIPER CARE, JUNIPER CARE PLUS OR OTHER PURCHASABLE JUNIPER NETWORKS SERVICES CONTRACT WHOSE SERVICES DESCRIPTION DOCUMENT IS POSTED AT <http://www.juniper.net/support/guidelines.html> AND REFERS TO THIS END USER SUPPORT AGREEMENT. END USER CONSENTS TO BE BOUND BY THIS END USER SUPPORT AGREEMENT EITHER (I) BY WRITTEN ACCEPTANCE OF THESE TERMS AND CONDITIONS, (II) BY CONTACTING AND USING JUNIPER NETWORKS FOR TECHNICAL SUPPORT AND/OR HARDWARE REPAIR/REPLACEMENT SERVICES, (III) BY ACCESSING JUNIPER NETWORKS’ CUSTOMER SUPPORT CENTER, (IV) BY REGISTERING END USER PRODUCT WITH JUNIPER NETWORKS CUSTOMER SERVICES ORGANIZATION, (V) BY RECEIVING, DOWNLOADING OR DEPLOYING ANY SOFTWARE FURNISHED IN CONNECTION WITH SERVICES OR (VI) BY OTHERWISE RECEIVING OR TAKING ADVANTAGE OF THE SERVICES (INCLUDING SOFTWARE) OFFERED OR IN ANY OTHER WAY EXPRESSING END USER’S AGREEMENT TO THE TERMS CONTAINED HEREIN. AT ANY TIME PRIOR TO ANY SUCH ACCEPTANCE, END USER MAY CONTACT THE AUTHORIZED RESELLER FROM WHOM IT PURCHASED THE JUNIPER NETWORKS SERVICES CONTRACT INDICATE ITS REJECTION OF THE SERVICES CONTRACT AND REQUEST REFUND OF FEES PAID FOR THE SERVICES.**

## 1. Definitions:

In this Agreement, the following definitions shall apply:

- a. "*Agreement*" means (1) this End User Support Agreement; (2) Services Description Documents posted at <http://www.juniper.net/support/guidelines.html> for the Juniper Networks Services purchased, as they may be amended from time to time in accordance with Section 8.1, below, and (3) Online Policies, Guidelines and Procedures, defined below.
- b. "*Authorized Reseller*" means a reseller of Juniper Products that sells Juniper Products and Service Contracts to End Users pursuant to a valid contract with Juniper Networks to conduct such resale activities.
- c. "*End User*" means the person or organization that originally purchases, leases or licenses Product and Services from Juniper Networks or an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- d. "*EOL/EOS Policies*" means policies and guidelines published at <https://www.juniper.net/support/eol/#> pertaining to product end of life notifications, last order date, end of engineering support, end of support, and like product end of life milestones for Juniper products.
- e. "*Juniper Networks*" means: (a) Juniper Networks International BV and/or its authorized service representative(s) if Services will be provided for Products located in Europe, the Middle East, Africa or Asia; or (b) Juniper Networks (US), Inc. and/or its authorized service representative(s) if Services will be provided for Products located in North America, Central America or South America.
- f. "*Online Policies, Guidelines and Procedures*" means Customer Services policies and guidelines applicable to Service Contracts or referenced in this EUSA or applicable SDDs and that are posted at Juniper Networks' website, [www.juniper.net](http://www.juniper.net). They include, among others, EOL/EOS Policies, defined above, [RMA Repair and Return Policy and Procedure](#) and [Juniper Support Inspection and Reinstatement Policy](#).
- g. "*Product(s)*" means the Juniper Networks hardware products and software license products, or any part thereof, that End User purchases or licenses from Juniper Networks or an Authorized Reseller.
- h. "*SDD*" means a Services Description Document posted at <http://www.juniper.net/support/guidelines.html> and referencing this EUSA as governing terms for the services described therein.
- i. "*Service Contract*" means a bundle of Services described in an SDD and purchased by End User for a set term from Juniper Networks or Authorized Resellers. Service Contracts excludes Resident Engineering, Resident Consultant or other on-site professional services, which are covered under separate professional services terms and conditions. As described in applicable SDD's, a Services Contract may also include a license of certain software for the Services Contract term subject to the terms of the Juniper Networks End User License Agreement current as of the date of commencement of the Services Contract term (or renewal term, as applicable).
- j. "*Services*" means services for maintenance and support of Products purchasable by End User from Juniper Networks or an Authorized Reseller and to be rendered by Juniper Networks for End User and which are described in a Services Description Document posted at <http://www.juniper.net/support/guidelines.html> that refers to this Agreement. For avoidance of doubt, Services do not include Resident Engineering, Resident Consultant or other on-site professional services offerings and does not include Support Services Specialists services sold by Support Services Specialists to End Users.

## 2. Juniper Networks' Support Obligations.

- a. Initial Term. Subject to the payment of applicable fees set forth in Section 3.a and conditioned upon Juniper Networks' acceptance of a valid purchase order ("PO") from the End User or an Authorized Reseller, the initial term of a Service Contract will begin on (i) the date of PO acceptance plus one day if the PO does not include the associated Hardware (if any) or the Service Contract is for Software only, or (ii) the date the Hardware is deemed delivered by Juniper plus one day if the PO for the Service Contract includes associated Hardware; or (iii) the date as agreed to in writing between the parties (including as quoted by Juniper and listed in the purchase order).
- b. Renewal Term. Subject to the payment of applicable fees set forth in Section 3.a and conditioned upon Juniper Networks' acceptance of a valid purchase order ("PO") from the End User or an Authorized Reseller, the start date of the Service Contract following the initial term of the Services (and any subsequent renewal terms) will begin on the day after the previous Service Contract expired.

## 3. Support Fees.

- a. Support Fees. In consideration for the Service Contract, End User shall pay an agreed upon fee either to Authorized Reseller, or if purchasing directly, to Juniper Networks. By issuing a purchase order to an Authorized Reseller or Juniper Networks (as applicable) for the Service Contract, End User agrees to be bound by the terms and conditions of this Agreement.
- b. Renewal. Subject to EOL/EOS Policies then applicable, no less than 60 days prior to the expiration of the initial and subsequent Service Contract term, a notice of expiration and a quotation for the fees for the new Service Contract will be provided to End User or Authorized Reseller. If End User wishes to purchase further Services, then End User shall provide a purchase order to an Authorized Reseller or Juniper Networks, as per the quote, to match the quotation on or before the expiration date. Upon receipt, End User or an Authorized Reseller placing the order on behalf of the End User shall be invoiced in accordance with the terms of this Agreement.
- c. Subcontracting. Juniper Networks may subcontract with, or assign to, its affiliates or other third parties the obligations for performance of any Services.
- d. Purchase Orders. Terms and conditions contained in End User and/or Authorized Reseller purchase orders shall have no binding effect on Juniper Networks without regard for whether such purchase order matches the quotation. In the event there is no quotation, the terms of the Juniper Networks Order Acknowledgement shall govern the terms and conditions of the order.
- e. Payment Terms. If End User is buying pass-through Services from Authorized Reseller, End User will pay all fees based on Authorized Reseller's invoice. In the event that End User is purchasing Services directly from Juniper Networks, End User will pay to Juniper Networks the Services fee based on Juniper Networks' invoice within thirty (30) days of the invoice date.
- 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 End User shall promptly notify Juniper Networks if their exemption is revoked or modified. All payments made by End User shall be net of any applicable withholding tax. End User will provide reasonable assistance to Juniper Networks by promptly: providing Juniper Networks with valid tax receipts and other required documentation of End User'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. End User shall comply with all applicable tax laws and regulations, and End User will promptly indemnify, defend and otherwise pay or reimburse Juniper Networks for all costs and damages related to any liability incurred by Juniper Networks as

a result of End User's non-compliance or delay with its responsibilities herein. End User's obligations under this Section 3.f shall survive termination or expiration of this Agreement.

#### **4. Confidential Information.**

Confidential Information means all information disclosed to the other in (i) tangible form and which is designated "Confidential" or "Proprietary"; (ii) disclosed orally, and summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) which by the nature of the information and the circumstances of the disclosure, the receiving party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those recipients, employees and representatives as may have a need to know to accomplish the purposes of this Agreement and who are legally bound by confidentiality obligations consistent with this Agreement. No rights or licenses to intellectual property in Confidential Information is granted by either party under this Agreement, whether express, implied or otherwise the obligations imposed on the receiving party shall survive until such time as the Confidential Information of the other party becomes publicly available and/or made generally known through no action of the receiving party. All Confidential Information will be returned (or destroyed) immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to. The disclosure of Confidential Information will be governed by this Agreement, which supersedes any previous confidentiality or nondisclosure agreement executed by or on behalf of the parties. Any such Confidential Information will be treated as if it were disclosed under this Agreement (and this Agreement were in effect) as of the date of such exchange.

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.

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

- a. End-User acknowledges that it is receiving the benefit of Juniper Networks' experience with supporting, maintaining and developing Juniper Networks products and documentation for Juniper Networks end users worldwide. Any and all inventions, derivative works, improvements, developments, feedback or other intellectual property rights generated by Juniper Networks and provided to End User in the course of performing Services ("Juniper Services IP") shall be the sole and exclusive property of Juniper; provided however, (i) Juniper hereby grants End User a non-

transferrable non-exclusive, perpetual internal use license to any materials (other than Software) developed by Juniper Networks specifically for End User in the course of providing the Services; and (ii) that such Juniper Services IP are not based upon and will not include End-User's Confidential Information. The Services will not be performed as a work-for-hire but shall instead be subject to these terms. Any use of the Juniper's Software shall remain subject to the end user licensing terms under which such Software was licensed. Furthermore End User hereby grants to Juniper Networks an irrevocable, perpetual, sub-licensable license, for no fee and with the right to sublicense, modify, adapt, translate, and otherwise use, on a worldwide basis, any feedback and ideas shared with Juniper Networks in the course of the Services and the rights to create and own derivative works from such feedback or ideas without the right of attribution.

- b. Subject to the limitations set forth below in this Section 5, End User hereby grants to Juniper Networks, and Juniper Networks hereby accepts, access to and use of End User's and/or its third party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Support during the term of the Support Contract and for archival purposes. End User 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 End User.
- c. 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.
- d. Juniper Networks will be entitled to rely on the timeliness, accuracy and completeness of information prepared and/or provided by End User. Juniper Networks shall not be liable to End User or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by End User or for delays by End User or third parties in providing required information.

**6. LIMITATION OF LIABILITY.** JUNIPER NETWORKS' LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS OR SERVICES SHALL BE LIMITED TO THE AMOUNT PAID AND PAYABLE BY THE END USER FOR THE SERVICE CONTRACT THAT IS THE SUBJECT OF THE CLAIM, UP TO A MAXIMUM OF \$100,000 U.S. dollars. TO THE FULLEST EXTENT PERMITTED BY LAW, 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 PRODUCT OR SERVICES PURCHASED (OR LICENSED) HEREUNDER, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **7. Term and Termination.**

- a. 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 Services is accepted by Juniper Networks. This Agreement will terminate upon the expiration of the End User's last remaining active Service Contract.
- b. Reinstatement of Services. If with respect to a Product where (i) the standard warranty has ended, (ii) End User's Juniper Networks Service Contract has expired (but not terminated), or (iii) there has been a transfer of Product ownership, then Services for that Product must undergo Juniper Networks inspection and payment of a reinstatement fee before Juniper Networks, at its discretion

reinstates Services under a new Juniper Networks Service Contract. Rules for eligibility for reinstatement and applicable fees are set forth in Juniper's Support Services Inspection and Reinstatement Policy (<http://www.juniper.net/support/guidelines.html> ) and is subject to change under Section 8.I. Any fee charged for inspection or reinstatement is non-refundable and does not apply against the purchase price of the new Service Contract.

- 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, End User'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 Sections 1, 3.e and f, 4, 5, 6, 7 and 8 shall survive termination hereof for any reason.

## 8. 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 with regards to Services Contracts in the United States, 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. Any other dispute or controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three, the place of arbitration shall be Santa Clara County, California, U.S.A., and 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 the preceding clause (dispute resolution) shall preclude any party from seeking interim relief or orders for interim preservation in any court of competent jurisdiction. Any such application to a court shall not be considered demonstrating an intention to act inconsistently in any way with the agreement to settle disputes by arbitration in accordance with the preceding clause.
- 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 payment obligations contained herein, neither party will be responsible for any failure or delay in performance due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond its reasonable control, including, without in any way limiting the generality of the foregoing, fire, terrorism, epidemic, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, war, riot, acts of God, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement) or other event that is traditionally recognized by California courts as an event of force majeure.
- e. Assignment. End User 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. Compliance with Laws; Export Requirements. End User shall comply with all applicable laws and regulations. End User acknowledges and agrees that it and Juniper Networks are subject to statutory and regulatory measures of the US government and of the governments of numerous other countries controlling on export, import and use of encryption products, software and technology. Among other things, Juniper may not be able to furnish services of any kind for such product that may have re-exported to a country in violation of applicable US re-export controls. This may arise, for example, (i) if a product is located in an embargoed territory, such as Cuba, Iran, North Korea, Syria or Sudan or the Crimea region of Ukraine, (ii) if the party actually using the Juniper product supported is on a sanctioned parties list published by the US government or by another government with jurisdiction over the transaction by which the End User received the product, (iii) if the party actually using the Juniper product is a government end user in a country for which US law requires export license for certain specially controlled encryption items or (iv) if End User is using any Product to support activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. End User represents to Juniper that it has no reason to believe that it has either received any Product through any export or re-export in violation of US or other applicable laws or regulations nor that the product has been installed or used in any manner identified in any of clauses (i) through (iv) above. End User agrees that it will immediately notify Juniper if at any time it has reason to believe that any such representation if made at such time would no longer be accurate. End User agrees that End User will not export, either directly or indirectly, any Products 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. End User further agrees that as part of Juniper's export compliance program, Juniper may from time to time impose certain conditions and restrictions on Services as reasonably necessary to avoid violations of encryption controls or other legal requirements. End User agrees to cooperate with all Juniper requests for information, documentation or commitments reasonably required to fulfill requirements of its encryption control program.
- g. 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.
- h. Notice. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if sent by facsimile (followed by mailing of the original in the manner described herein), by personal delivery, by express courier service, or if mailed, postage prepaid first class certified, return receipt requested, on the third day after mailing to the addresses first indicated in this Agreement for End User and the address indicated below for Juniper Networks, or to such other address a party may designate to the other in writing.

For notices to Juniper Networks (US) Inc., End User shall send notices to 1133 Innovation Way, Sunnyvale, CA 94089 USA, Attn: Legal; for notices to Juniper Networks International, B.V., End User shall send notices to Boeing Avenue 240 1119 PZ Schiphol Rijk Amsterdam NL, Attn: Legal

For notices to End User: [*see address for End User on signature page of this Agreement or, if none, then, at Juniper Networks' election, End User's address on the purchase order for the Services Contract or End User's address indicated when End User registers at Juniper Networks' CSC.*]

In addition to the notice methods specified above, any notification of changes under Section 1)a)i) or ii) herein may be given by posting as specified in Section 1)a)iii).

- i. **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.
- j. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.
- k. **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.
- l. **Complete Agreement; Modifications.** This Agreement, including documents incorporated herein by reference, constitutes the entire understanding and contract between the parties and supersedes all prior agreements, commitments or representations, oral or written related to the provision of Juniper Networks Services to End User. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order or other business form submitted by either party to the other from the Effective Date forward. Except as otherwise provided in subsections i) or ii), below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.
  - i) **SDD changes.** Juniper Network may at any time modify, add or delete any SDD or the Juniper Networks Services listing at <http://www.juniper.net/us/en/products-services/technical-services/> effective upon written or electronic notice to End User; provided that no such modification shall affect the terms of any Juniper Networks Service Contract ordered and accepted prior to the effective date of such modification, nor of any renewal of a Juniper Networks Service Contract that becomes effective prior to the effective date of such modification.
  - ii) **Online Policies, Guidelines and Procedures.** Juniper Networks may at any time modify any other online policies, guidelines and procedures referenced in this Agreement effective written or electronic notice to End User, provided that no such modification shall affect the Juniper Networks Services under the then-current term of any Juniper Networks Services Contract ordered and accepted prior to the effective date of such modification.
  - iii) Juniper Networks' posting of any changes regarding Juniper Networks Services shall, when appearing at <http://www.juniper.net/us/en/products-services/technical-services/> or of any changes regarding other online policies and procedures referenced in this Agreement, will be deemed adequate notice of change for purposes of such changes.