

Proof-of-Concept

Service Description Document – November 2009

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1. Introduction

This Service Description Document (“**SDD**”) sets forth the terms of the Proof of Concept Testing Service (“**Service**”). The Service provides Customer test and validation (in a lab environment) of key features and functionality of a network solution comprised of Juniper Networks products and based on a Customer-furnished test plan document (the “**Test Plan**”). The service includes a review of The Customer test goals (including pass/fail criteria) and other elements of the Test Plan, assistance when setting up the lab, executing the test plan and creating a report with test results.

As used in this SDD, “**Juniper**” means the Juniper Networks affiliate identified as the “Contracting Juniper Entity” in a Juniper-issued form Task Order referenced by the purchase order placed for the Service. “**Customer**” means the party placing the order for Services on Juniper, and “**End User**” means the party for whose benefit Customer is ordering the Service. Testing will be conducted at the location designated on the Task Order (the “**Test Site**”), which may be either a Juniper lab facility or a facility selected by The Customer.

The Service enables The Customer to leverage Juniper expertise in Juniper Networks products and test execution to help verify and validate key elements of a preliminary or conceptual solution, thereby reducing deployment risks by highlighting potential technical issues and limitations at an early stage.

2. Eligibility and Prerequisites

This Service is available for purchase only by (i) Juniper-authorized channels to support their service offerings to their end user customers and (ii) End Users who have purchased Juniper Networks Elements through Juniper-authorized channels. Juniper’s commitment to perform the Services is also conditioned upon fulfillment of the other assumptions (including those set forth in Section 7) and The Customer responsibilities (including those set forth in Section 4).

3. Service Features and Deliverables

The key deliverable of Proof of Concept Testing Service consists of:

- Detailed Lab Setup Description Document
- Proof of Concept Testing Results Report

3.1. Proof of Concept Goals and Test Plan Review

Juniper will meet with The Customer in a joint session to review The Customer’s Test Plan in order to improve joint understanding of The Customer business and technical requirements and specific testing objectives. Pass/fail criteria are also to be documented as necessary. Based on such joint review, Juniper will provide recommendations for changes to the test plan, if required, and obtain The Customer final sign off of a definitive Test Plan before scheduling the test.

3.1.1. Requirement Gathering and Review

Juniper and The Customer jointly conduct meeting to review The Customer detailed requirements including specific business requirements and technical requirements.

3.2. Lab Setup Assistance

A Juniper consultant will assist the The Customer in setting up the lab environment for proof of concept testing including development of a suitable lab setup, and testing the lab setup for operation.

3.2.1. Lab Design

Juniper will develop a detailed lab setup description document, describing the lab topology, required lab infrastructure and supporting equipment based on the testing requirements and objectives provided by the Customer.

3.2.2. Lab Setup

This section may vary depending on whether the lab environment is provided by the Customer or Juniper.

Juniper will implement the lab based on the detailed lab design description document including the following activities:

- Configure and test network connectivity for lab testing
- Configure lab network elements per test plan requirements

Upon completion of the lab setup, the Juniper consultant will verify required testing capabilities are available and functional in advance of test execution.

3.3. Test Execution

Juniper will execute the test plan provided and approved by the Customer (see Section 3.1), and collect the testing results.

3.4. Proof of Concept Testing Report

After the test plan execution is completed, Juniper will analyze the test results and prepare a test report that states the findings and recommendations based on these results.

3.5. Project Management Input for Juniper Service Deliverables

Juniper will manage the activities mentioned in this SDD in coordination with the Customer.

3.5.1. Designated Professional Services Consultant

Juniper will assign a Professional Services consultant that serves as a single point of contact for the administration and management of the Service deliverables mentioned in this Service Description Document. If Juniper changes the point of contact, it will notify the Customer.

3.5.2. Input to Customer's Project Plan

Juniper will provide input for executing the various deliverables mentioned in this service offering to Customer's project manager as input regarding flow of deliverables, task list, dependencies, Juniper responsibilities, timelines, and milestones to enable integration of the Services into Customer's project plans.

3.5.3. Project Communications

Juniper will provide regular communication to the Customer's project manager on Service status.

4. Customer Responsibilities

Customer shall be solely responsible for each of the following:

- 4.1 At or before placement of the purchase order for the Services, the Customer will provide all of the relevant information that is required to gain a comprehensive understanding of the network requirements and End User business goals to enable delivery of the service deliverables that are mentioned in this offering. Examples of such information and supporting documentation include but not limited to Juniper configurations, hardware summary, OS versions that are being deployed, any applicable 3rd party device information, network topology and traffic information (if applicable) to be utilized and reviewed during test setup buildup.
- 4.2 Unless agreed otherwise in writing, the Customer will provide all Juniper Network Elements and any other materials, equipment and software required for testing execution as well as the supporting test lab equipment and materials.
- 4.3 Unless agreed otherwise in writing, the Customer will be responsible for providing, configuring and operating of all 3rd party equipment and software required to deliver the services described.
- 4.4 Unless agreed otherwise in writing, the Customer will configure any required network or protocol testing equipment and install testing software as required.
- 4.5 The Customer will provide a test plan and areas of test focus required.
- 4.6 The Customer shall ensure that the Juniper personnel onsite at any End User facility are furnished working conditions that are safe and secure, that are adequate in all respects to allow them to efficiently perform the Services and that comply with all applicable health and safety regulations.
- 4.7 The Customer will provide a technical contact that will provide supporting technical information and documents required for the services deliverables in this offering.
- 4.8 The Customer will identify a project manager to be responsible for attending meeting and approving final deliverables.
- 4.9 The Customer shall be responsible for cooperating fully with Juniper in its performance of the Services and promptly confirming completion of services.

5. Service Prerequisite

None

6. Service Exclusions

For avoidance of doubt, the following are not within the Service scope::

- 6.1 Any service not expressly included in this SDD.

7. Assumptions

- 7.1 Service will not commence until the issuance by the Customer of a non-cancellable purchase order for the Service.
- 7.2 No security clearance or other certification or training is required as a condition of Juniper access to End User systems or facilities for purposes of performing the Services.
- 7.3 Unless Juniper otherwise agrees in writing, any Services to be delivered by Juniper personnel while onsite at the Test Site shall be delivered during normal business days between the hours of 9:00 a.m. to 5:00 p.m. local time, and, if the Test Site is not a Juniper facility, the Customer shall arrange for Juniper's accessibility to Test Site accordingly.
- 7.4 All Customer and End User documentation and information is accurate and up-to-date. Juniper shall not be responsible for verification of information furnished by the Customer, End User or its other contractors
- 7.5 Juniper shall have no responsibility for the conduct or performance of anyone who is not a Juniper employee or subcontractor.
- 7.6 Juniper shall not be responsible for any delays caused by the Customer, End User or by any third party.

8. General Terms and Conditions

The Customer shall pay Juniper or its authorized resellers the Services fees in the amounts and at the rates set forth in the applicable quote. Unless otherwise provided in the Task Order or Referenced Master Agreement identified in the Task Order, payment terms are net 30 days from invoice date in US Dollars or other currency specified by Juniper Networks. Juniper may suspend or terminate Services for non-payment or failure of any assumptions or any breach by the Customer of its responsibilities, and in such case Juniper may require equitable fee and cost adjustments as a condition of further performance.

All prices and license fees payable under this agreement are exclusive of tax. The Customer shall be responsible for paying taxes arising from the purchase of the products, license, or importation or use of the Software. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper prior to invoicing, and the Customer shall promptly notify Juniper if their exemption is revoked or modified. All payments made by the Customer shall be net of any applicable withholding tax. The Customer will provide reasonable assistance to Juniper in connection with such withholding taxes by promptly: providing Juniper with valid tax receipts and other required documentation showing the Customer's payment of any withholding taxes; completing appropriate applications that would reduce the amount of withholding tax to be paid; and notifying and assisting Juniper in any audit or tax proceeding related to transactions hereunder. The Customer shall comply with all applicable tax laws and regulations, and the Customer will promptly pay or reimburse Juniper for all costs and damages related to any liability incurred by Juniper as a result of the Customer's non-compliance or delay with its responsibilities herein. The Customer's obligations under this Section shall survive termination or expiration of this Agreement.

Changes to the Services shall be made only pursuant to a written change order signed by Juniper and the Customer. If Juniper furnishes the Customer with written notice of completion of Services, such Services shall be conclusively deemed completed to the satisfaction of the Customer unless the Customer returns written notice of objections identifying actual non-conformities of Services or Deliverables to the requirements of the SDD within five business days of the date on such notice.

Juniper warrants that Services provided by Juniper or its subcontractors will be performed with reasonable skill and care based on the data actually furnished by the Customer. Juniper shall have no liability for failure to inquire or inspect, for failure to warn or for failure to consider information not actually furnished it by the Customer. For any breach of this warranty reported to Juniper in writing within ninety (90) days after completion of the Services or the failure of Juniper to perform the Services, Juniper shall, in its discretion, promptly perform, correct or re-perform those Services.

The foregoing warranty does not apply with respect to defects or nonconformities from abuse, acts of God or other external factors or use not in accordance with the applicable documentation, modifications, or unauthorized maintenance. THE FOREGOING STATES JUNIPER' SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR NON-CONFORMANCES AND IS IN LIEU OF ALL OTHER WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT WILL JUNIPER OR ITS SUPPLIERS AND/OR LICENSORS BE LIABLE FOR (1) THE COST OF SUBSTITUTE PROCUREMENT, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, LOST PROFITS, LOST OPPORTUNITY COST, REMOTE, OR CONSEQUENTIAL DAMAGES, OR (2) ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA OR LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE FURNISHING OF SERVICES, OR THE USE OR PERFORMANCE OF PRODUCTS COVERED UNDER AN ORDER FOR SERVICES, EVEN IF INFORMED OF SUCH DAMAGES. IN NO EVENT WILL JUNIPER'S CUMULATIVE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO JUNIPER UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICES CONNECTED TO SUCH DAMAGES.

This SDD, the Juniper-issued Task Order (Standard Support Offering/Fixed Price) referenced by the Customer's Purchase Order and the Juniper-issued Quote to which it is associated shall together constitute the complete understanding and agreement of the parties with respect to the Services and supersede all prior or contemporaneous agreements or understandings on the subject matter hereof. Any additional terms or conditions that may appear on the face or reverse side of a purchase order issued by the Customer in connection with the Services are hereby deemed deleted and shall have no force or effect. This Agreement may only be modified in writing duly executed by an authorized representative of each party. This Agreement may not be transferred or assigned by the Customer, in whole or in part, without the prior written consent of Juniper. Juniper may subcontract all or any portion of the Services at its discretion. This agreement shall be governed by the laws of the State of California, without giving effect to its choice of law principles. The parties agree that the United Nations Conventions on Contracts for the International Sale of Goods are specifically excluded. This agreement shall in no event create, or be construed as creating any agency, joint venture, partnership or other business organization, and each party's status shall be that of independent contractor. Without limiting the foregoing, the Customer shall not be authorized to make any representations or undertake any obligations on behalf of Juniper with respect to End User or any third party. Except with respect to payment, neither party shall be liable to the other party for failure to perform or delay in performance due to circumstances beyond its reasonable control.

Juniper hardware, software and technical data are controlled under US Export Control laws and regulations, and the Customer may not export or re-export any of them (including, without limitation, release of technical data to a foreign national) without all required export licenses. Juniper shall be under no obligation to furnish any Services in support of any hardware or software product that has been exported or re-exported without all required export licenses.

Any and all inventions, derivative works, improvements developments or other intellectual property rights generated by Juniper or its subcontractors in the course of performing the Services shall be the sole and exclusive property of Juniper. Any and all copyrightable works that may be created or modified by Juniper or its subcontractors in the course of performing the Services shall NOT be deemed a "work for hire." Juniper shall be providing identical services to other Customers, and nothing herein shall impair its right or ability to do so.

Each party agrees, subject to the terms below, to use reasonable precautions to protect the confidentiality of Confidential Information disclosed to it by the other party in the course of activities related to the Service. The receiving party shall not disclose such Confidential Information except to its own employees, affiliates and contractors with a need to know. Nothing herein shall restrict Juniper from (a) using for its other professional services business activities any network information of general utility that it may learn of in the course of the Services, provided that it does not in doing so make otherwise unauthorized disclosure of the Customer's or End User's association with such information or of their confidential materials. Each party represents, warrants and agrees not to furnish the other any third party confidential information without authorization of its owner and without conspicuously labeling the information as confidential information (or where the information is furnished only orally, by specifically identifying such information as confidential in a written notice to the receiving party).

If the Customer is not also the "End User", then (a) the Customer shall be solely responsible for securing all necessary or appropriate authorizations and assistance from the End User (including, without limitation full authorization (subject only to the confidentiality terms of the preceding paragraph) to disclose any End User Confidential Information to Juniper, and full authorization from End User for Juniper to disclose to the Customer any and all End User Confidential Information and all Deliverables and work product associated with the Services; and (b) the Customer shall indemnify and hold Juniper harmless from any and all End User claims except for claims directly arising from personal injury or damage to tangible property caused by willful misconduct or gross negligence of Juniper

About Juniper Networks

Juniper Networks, Inc. is the leader in high-performance networking. Juniper offers a high-performance network infrastructure that creates a responsive and trusted environment for accelerating the deployment of services and applications over a single network. This fuels high-performance businesses. Additional information can be found at www.juniper.net.

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