

Low-Level Design Validation and Testing

Service Description Document – November 2009

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1. Introduction

This Service Description Document (“SDD”) sets forth the terms of the Low Level Design Validation & Testing Service (“Service”) offering delivered by the Juniper Networks entity identified in the Task Order incorporating this SDD (“Juniper”) As used herein, “Customer” means the party issuing an order with Juniper referencing the “Task Order” form that lists Low Level Design Validation & Testing Service. “End User” is the party identified as such in such Task Order and in respect of whose network the Service will be rendered

The Service enables the Customer to validate and confirm (in a lab environment) the low level design developed by Juniper Professional Services for the Customer’s network. The Service includes a review of the test goals (including pass/fail criteria) with the Customer, development of test plan, lab setup, test plan execution and test result report creation. Validating complex Design principles, features and functionalities at an early stage reduces the risk of deployment and operational issues and therefore results in more efficient network operation and a better ROI. Involving Juniper PS will ensure expertise is available for optimization, increased efficiency and vastly reducing risks.

2. Eligibility and Prerequisites

This Service is available only for purchase by (i) Juniper-authorized channels to support their service offerings to their end user customers and (ii) end users of Juniper Networks products.

Juniper’s commitment to perform the Services is also conditional on 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

Juniper will make available the following service features and deliverables as part of delivery for the service offering. The key deliverables of Low Level Design Validation & Testing Service include:

- Documented Test Plan (including lab setup description, overview of design aspects to be verified and testing methodology)
- Low Level Design Validation & Testing Results Report

3.1. Testing Plan Development

Juniper consultant will work with the customer to recommend, explain and discuss which design principles are to be tested. Based on this, the consultant will develop the test plan and define pass/fail criteria as necessary.

3.1.1. Requirement Review and Test Plan Development

Juniper and Customer jointly conduct meeting to review the Customer detailed requirements including specific testing focus desired. Juniper will develop the test plan based on the low level design developed by Juniper for the Customer. Juniper will review and obtain Customer feedback on the test plan before scheduling the test.

3.2. Lab Setup

Juniper consultant will define and set up the lab environment required for the testing

3.2.1. Lab Design

Juniper consultant 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.

3.2.2. Lab Setup

Juniper consultant will implement the lab based on the lab design description document including activities such as:

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

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

3.3. Test Execution

Juniper consultant will execute the test plan, see section 3.1, and collect the testing results.

3.4. Testing Report

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

3.5. Knowledge Transfer

During testing execution, Juniper consultant will look for opportunities to help the Customer's technical staff learn to operate the Juniper devices. Whenever possible, this will be handled informally as opportunities arise and may involve learning discussion and/or hands on configuration.

3.6. Project Management Input for Juniper Service Deliverables

Juniper will manage Service deliverables activities mentioned in this Service Description Document in coordination with the Customer.

3.6.1. 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.

3.6.2. Input to Customer's Project Plan

Juniper will provide input for executing the various deliverables mentioned in this service offering to the Customer's designated project manager to allow for creating/adding the Customer's project plan. The input provided by Juniper will typically be information around flow of Juniper service deliverables, task list, dependencies, Juniper responsibilities, timelines and milestones.

3.6.3. Project Communications

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

4. Customer Responsibilities

The Customer shall fulfill, and Junipers' obligation to provide the Service is conditional on the Customer fulfilling, each of the following:

- 4.1. Unless agreed otherwise, the Customer will provide all equipment required for test execution as well as supporting test lab equipment.

- 4.2. Unless agreed otherwise, the Customer will provide basic installation (Rack & Stack) of all equipments used in the lab including Juniper devices and cabling as required
- 4.3. Unless agreed otherwise, 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, the Customer will configure any required network or protocol testing equipment and install testing software as required
- 4.5. The Customer will provide a technical contact that will provide supporting technical information and documents required for the services deliverables in this offering.
- 4.6. The Customer will identify a project manager to be responsible for attending meeting and providing sign off for completion of Services.
- 4.7. The Customer shall be responsible for promptly confirming completion of services

5. Service Prerequisite

- Low Level Design Service

6. Service Exclusions

- 6.1. Any other services not specified in this service description document are not supported as part of the Service offering.

7. Assumptions

- 7.1. Service will not commence until issuance by the Customer of a non-cancellable purchase order for the Service.
- 7.2. All Customer documentation and information is accurate and up-to-date. Juniper shall not be responsible for verification of information furnished by the Customer or its other contractors.
- 7.3. Juniper shall have no responsibility for the conduct or performance of anyone not a Juniper employee or subcontractor.
- 7.4. Juniper shall not be responsible for any delays caused by the Customer or 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. 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. The Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereunder (other than taxes assessed on the income of Juniper). Although payments are net of any mandatory withholding tax, the Customer shall provide to Juniper, in a form acceptable to Juniper, such evidence of tax payments as Juniper may reasonably request in a timely manner. If any tax authority takes any action that may affect the interests of Juniper under this Agreement, the Customer shall take all actions requested by Juniper which will assist Juniper in reducing its tax liability with respect to transactions under 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. 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 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.

Corporate and Sales Headquarters

Juniper Networks, Inc.
1194 North Mathilda Avenue
Sunnyvale, CA 94089 USA
Phone: 888.JUNIPER (888.586.4737)
or 408.745.2000
Fax: 408.745.2100

APAC Headquarters

Juniper Networks (Hong Kong)
26/F, Cityplaza One
1111 King’s Road
Taikoo Shing, Hong Kong
Phone: 852.2332.3636
Fax: 852.2574.7803

EMEA Headquarters

Juniper Networks Ireland
Airsides Business Park
Swords, County Dublin, Ireland
Phone: 35.31.8903.600
EMEA Sales: 00800.4586.4737
Fax: 35.31.8903.601

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