

Product Issue Impact Review

Service Description Document – November 2009

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1. Introduction

This Service Description Document (“SDD”) sets forth the terms of the Product Issue Impact Review Service (“Service”) offering delivered by the Juniper Networks entity identified in the Task Order (Standard Services Offering/Fixed Price) (“TO-SSO/FP”) incorporating this SDD (“Juniper”). As used herein, “**Customer**” means the party issuing an order with Juniper referencing the “Task Order – Standard Service Offering/Fixed Price” form that lists Product Issue Impact Review 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 provides an in-depth analysis on software defects (bugs) found in the field that match The Customer’s network profile. For the relevant software defects identified, an assessment is made (where possible) with regards to the level of the impact to The Customer’s network and potential solution or workarounds if available to address the issue. This Service will help The Customer assess what potential risk the software defects may have on any new network or existing network to optimize The Customer’s network operation.

2. Eligibility and Prerequisites

This Service is available only for Juniper products owned by the End User. Juniper reserves the right to refuse to furnish such Service if any of the prerequisites set forth in Section 5 below are not met or if The Customer fails to fulfill its responsibilities under Section 4 below.

3. Service Features and Deliverables

As part of the Services, Juniper Networks will use commercially reasonable efforts to provide The Customer with the following features and deliverables. Juniper’s Product Issue Impact Review shall be presented in a “Product Issue Impact Review Report” document deliverable at the conclusion of services activities:

3.1. Review of Product Issues Matching The Customer’s Target Network Profile

Juniper Networks consultants will review The Customer profile including configuration, feature and platform information for a given Juniper Networks device and provide information on software defects found in the fields that match with the target release and The Customer’s network profile including:

- Description of the problem
- Impact of the problem
- Known trigger of the problem
- Severity of the problem
- Where possible, propose solutions or known workarounds (if available) that might alleviate or prevent the problem from occurring

3.2. Product Issue Impact Analysis and Recommendations

Juniper Networks consultants will analyze the defects that match the Customer’s deployed network profile and provide an assessment and recommendation on the potential network impact.

- 3.2.1. Analyze the relevant product issues identified that match the Customer’s deployed network profile and determine the potential level of exposure on the network based on The Customer’s specific business and networking requirements.

3.2.2. Assess the probability that the Customer will encounter the reported defects on their network.

3.2.3. Provide recommendation on what course of action The Customer should take on the reported defects to avoid potential problems based on The Customer specific business and networking requirements.

3.3. Project Management Input for Juniper Service Deliverables

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

3.3.1. Designated Professional Services Consultant

Juniper will assign a Professional Services consultant who 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 shall so notify The Customer.

3.3.2. Input to the 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 the flow of Juniper service deliverables, task list, dependencies, Juniper responsibilities, timelines, and milestones.

3.3.3. Project Communications

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

4. Customer Responsibilities

The Customer shall fulfill, and Juniper's obligation to provide the Service is conditional upon the Customer fulfilling each of the following:

- Provide all the required information of the Customer's network profile including target or current software release, detailed configuration, Juniper product platforms to enable the delivery of Service.
- Participate in ongoing communications with Juniper Networks' primary contact(s) that will help in the delivery of the service deliverables in this offering.
- The Customer will provide a technical contact who will provide supporting technical information and documents required for the services deliverables in this offering.
- The Customer will identify a project manager to be responsible for attending workshops and providing sign off for completion of Services.
- The Customer shall be responsible for promptly confirming completion of services.

5. Service Prerequisite

None.

6. Scope

The scope of one Product Issue Impact Review Report is limited to one product group. Product grouping is defined as following:

- 1) EX Series, J Series, M Series, MX Series, T Series; SRX Series
- 2) SSG Series, ISG Series, NetScreen Series;

- 3) SA Series;
- 4) IDP
- 5) WX Series, WXC Series;
1. 8) NSM;
2. 9) E Series;

Grouping of products is subject to change due to product consolidation.

7. Service Exclusions

None.

8. Assumptions

Service will not commence until issuance by the Customer of a non-cancellable purchase order for the Service.

- 8.1. 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.
- 8.2. Juniper shall have no responsibility for the conduct or performance of anyone not a Juniper employee or subcontractor.
- 8.3. Juniper shall not be responsible for any delays caused by the Customer or any third party.
- 8.4. The Product Issue Impact Review Service is delivered during normal business hours (9:00 a.m. to 5:00 p.m. local time) and excludes weekends. Also excluded are locally observed holidays, unless otherwise stated. With the exception of predefined onsite activities such as workshops or project meetings, this service will be delivered remotely from an authorized Juniper location.
- 8.5. The Product Issue Impact Review report includes the defects considered relevant which had been discovered prior to the preparation of the report. Although every attempt is made to ensure the Product Issue Impact Review report is as comprehensive as possible; due to the complex nature of defects Juniper Networks cannot guarantee that the review includes a complete list of defects that the customer may encounter.

9. General Terms and Conditions

The General Terms and Conditions below apply to this SDD:

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

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; provided that 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, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE 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, 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' 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 Task Order (Standard Service Offering/Fixed Price) calling out the Services described in this SDD and the Quote to which it is attached 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 joint venture, partnership or other business organization, and each party's status shall be that of independent contractor. 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. 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. 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.

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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