

## Shipping Terms Exhibit

Region	Ship to Location	Incoterms	LVAS / Freight Terms	Delivery Point	Title Transfer	Risk of Loss or Damage Transfers (i.e., Incoterms Delivery Point)	Fee
Americas	USA	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		*DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Availability at Address Indicated on PO	Availability at Address Indicated on PO	Handling Fee
	Canada	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		DAP (Import Point)	Economy or Premium / Prepay & Add	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Handling Fee
	CALA	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
EMEA	EU except UK and Non-EU Countries	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		*DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Availability at Address Indicated on PO	Handling Fee
	UK	FCA Delivery Point	Prepay & Add	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		*DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Availability at Address Indicated on PO	Availability at Address Indicated on PO	Handling Fee

	Non - EU Countries	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	No Fee
		DAP (Import Point)	Economy or Premium / Prepay & Add	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Handling Fee
APAC	All Countries Except AU, CN, HK, MY	FCA Origin	Collect	Juniper Designated Origin Site	Juniper Designated Origin Site	Juniper Designated Origin Site	No Fee
	CN, HK, MY	FCA Delivery Point	Collect / Prepay & Add	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
	AU	FCA Delivery Point	Prepay & Add	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		FCA Delivery Point Plus	Prepay & Add	Ship to Address Indicated on PO	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Handling Fee
		*DDP	Economy or Premium / Prepay & Add	Ship to Address Indicated on PO	Availability at Address Indicated on PO	Availability at Address Indicated on PO	Handling Fee
	IN	FCA Delivery Point	Collect	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Juniper Designated Cross Dock	Inclusive
	All Countries except HK, AU	DAP (Import Point)	Economy or Premium / Prepay & Add	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Import Point (prior to customs clearance)	Handling Fee

AU = Australia, CALA = Caribbean and Latin America Region, CN = China, HK = Hong Kong, IN = India, MY = Malaysia

**Notes**

Inclusive = For India (IN) shipments on FCA DC Terms, the freight cost for the Logistics Value Added Services (L-VAS) program is included in the prices set for in the India Price List

**\* \*DDP Must have approval from Tax, Legal, and Logistics prior to offering this Incoterm**

\* Cross-

Dock APAC = Hong

Locations Kong

EMEA =

Amsterdam

UK = London

Australia

US = San

Francisco,

Laredo

# Export Note

In addition to their other duties specified in any agreement that **Customer**<sup>1</sup> has entered into with Juniper regarding purchase and sale of Juniper **Products**<sup>2</sup> and **Services**<sup>3</sup> from Juniper or its resellers, the Juniper and Customer shall fulfill the following additional duties regarding export and import controls and trade sanctions:

## 1. Customer Responsibilities. *(Applies to all Customers)*

- a) **General Duty of Compliance, Disclosure and Cooperation.** Customer shall comply with all applicable import and export laws relating to the Products, Services and Technology and any Activities associated with them. Customer shall not furnish any false or misleading information to Juniper or to anyone acting on behalf of Juniper and if any information so furnish later becomes inaccurate or misleading or incomplete, Customer shall promptly update Juniper with current, complete and accurate information. Customer shall promptly and fully cooperate with all requests by Juniper for information, certificates and documentation relating to any Activity involving Products, Services or Technology.

2. **Survival.** *(Applies to all Customers)* Customer's duties under this Export Note shall survive termination or expiration for any reason of the Agreement into which this Export Note is incorporated.

3. **Anti-corruption.** *(Applies to all Customers.)* Neither Customer nor any of its agents or forwarders shall not offer or give any payments or other consideration directly to or indirectly for the benefit of any government official to induce their clearance of goods or other action or inaction in connection with import or export of Product.

## 4. Exportation from shipment origin. *(Only for End Users (or other Customers) who are Directly Purchasing from Juniper)*

- a) If the incoterms between Juniper and Customer are FCA (a named place) or other "F" Incoterm (Incoterms 2010),
- i) Juniper's responsibilities shall be limited to endeavoring to obtain such export licenses as may be required to Export<sup>4</sup> the Product from the FCA named place to the country identified by Customer in its purchase order as the Ship-to address.

- ii) AES filings. For Exports from delivery locations in the US, unless Juniper elects to make AES filings itself, Order Party shall cause its selected forwarder to timely file a completed AES submission for all Exports of goods based on information furnished by Juniper in its export invoice for such shipment.
- b) For deliveries under "D" terms, Juniper's responsibilities shall be limited to applying for such export licenses as may be required to deliver Product to the Incoterms "named place." For avoidance of doubt, DAT terms do not require Juniper to customs clear the Product into the country in which the named terminal is located.
- c) Juniper shall not be liable for any failure of or delay in delivery
- i) caused by any failure or delay by Customer or any other party to the Activity<sup>5</sup>, or to a party's forwarder, in timely fulfilling their duties under this Export Note, including without limitation the furnishing of current, complete and accurate information regarding the Activity, including without limitation, the name and location of the End User<sup>6</sup> and intended End Use;
- ii) caused by government refusal or delay in issuance of any required license or in clearance of product out of or into a country.
- iii) caused by non-fulfillment of pre-shipment notifications, certificates or inspections required under license or applicable law due to factors beyond Juniper's reasonable control; OR
- iv) resulting from Juniper's good faith believe that an Export or import compliance violation may occur.

## 5. Compliance with Order Management Requirements. *(Only for End Users (or other Customers) who are Directly Purchasing from Juniper)* Any purchase order placed by Customer with Juniper or with a Juniper distributor:

- i) shall accurately identify the true intended end user of the Juniper Product or Services being purchased.
- ii) shall identify exactly one End User, and each purchase order must include ONLY Product and Services destined for that identified End User; and

<sup>1</sup> "**Customer**" means (i) the party that purchases Product or Services directly from Juniper, in which case such party may be either an End User, or a Juniper Channel Partner (that is, a Juniper-authorized Distributor, Direct VAR, System Integrator, Support Services Specialist or J-Partner reseller) or, (ii) (except where the section is designated "*Only for End Users or other Customers who are Directly Purchasing from Juniper*") a J-Partner reseller that purchases Product or Services from a Juniper-authorized stocking distributor.

<sup>2</sup> "**Product**" means tangible and intangible goods (including, without limitation, network routers, switches, appliances, accessories thereto, parts or components thereof, and end user licenses to software, whether the software is standalone or a module separately licensable or installed or embedded in any hardware) marketed, sold or licensed by Juniper; and any license keys or other access information relating to other Product or features thereof.

<sup>3</sup> "**Services**" means maintenance services for Juniper Product (including software updates, replacement and repair of tangible product and technical advice), as well as professional or installation services relating to network installation, configuration, design or administration or operation.

<sup>4</sup> "**Export**" as used herein includes

1. Actual shipment or transmission of an item (including sending or taking an item) from any point (whether in the United States or otherwise) to any country other than the United States;
2. Releasing Technology or software, irrespective of whether by visual or other inspection by a one neither a citizen or permanent resident of the U.S. ("non-US Person") or by oral or written exchanges with a non-US Person or causing release to a non-US person by use of license key, password or other access information, irrespective of whether that non-US Person is in the US or elsewhere;
3. Making the software (or license keys, passwords or other access information relating to such software) available to a non-US person or to a person not located in the US.

<sup>5</sup> "**Activity**" means any sale, delivery, grant of access to, release, subscription, lease, license, or other disposition (and any related series of any kind of such dispositions) of Product, Service or Technology beginning with the sale or lease by a Juniper entity (or Juniper authorized stocking distributor selling from its stock in Juniper Products) through one or more Customers to an End User (defined below). Activity also includes use of the Product and Services and any release of Technology furnished to a Customer by Juniper or its contractors.

<sup>6</sup> "**End User**" is the person, entity or other organization or association that will directly or through an agent or contractor operate and use the Products or Services for its own operations and not for resale or other disposition to third parties. The End User is the party that will ultimately put to Product into use or have the Product put to use by its agents or contractors for its benefit. By way of illustration only,

1. A system integrator holding or configuring or using a Product or Service for the benefit of its customer is not an End User.
2. A Customer purchasing with intent to dispose of the Product or Service is not an End User.
3. A purchasing agent acting on behalf of its principal an End User.

- iii) shall include the name and address (comprising street address, city, postal code, state or province and country) of the End User (regardless of whether Customer is selling directly to that End User) together with the name and address of any and all other participants in the Activities by which the Juniper Products or Services will be transferred after resale by Customer through to the End User.

country or region listed under the Group E:1 or E:2 country list (Supplement 1 to Part 740 of the US Export Administration Regulations (“EAR”)) (currently comprising North Korea, Iran, Cuba, Sudan and Syria) or otherwise subject to comprehensive embargo under US law regulation or order, including the Crimean region; or

**6. Responsibilities of Customers who are Juniper Channel Partners (Not applicable where Customer is End User)**

**a) Export and Import Licenses and Permits.**

- i) Unless Juniper Trade Compliance otherwise elects by written notice at its sole discretion, Customer shall obtain all necessary government licenses, authorizations and permits with respect to its sale, transport, import, Export, electronic transmission, installation, configuration, update, support and use of Product, Services and Technology. Customer shall also be responsible for fulfilling all conditions and abiding by all restrictions imposed under any applicable license.
- ii) Customer’s duty includes, without limitation, refraining from diverting any Product or Service or Technology to anyone other than End User identified to Juniper at the ship-to location designated in the Customer’s purchase order placed with Juniper. It also includes keeping Juniper updated with complete, current and accurate information regarding the identities and locations of all intermediate and final consignees of Product Exported and of all parties to the transaction or series of transactions through to final sale or other disposition to the End User and regarding the end user of the Product.

**b) Screening and license determination obligations.** Regardless of whether Customer knows or believes that Juniper is aware of the identity of the End User, Customer shall diligently verify all relevant facts regarding the Activities and shall not place any purchase order or otherwise participate in Activities if it has any knowledge or any reason to suspect:

- i) that the party identified as End User of the product in the purchase order placed with Juniper (or in any certificate or information provided to Juniper in connection with the Activities) might not in fact be the actual ultimate End User of the Products, Services or Technology; or
- ii) that any Activity has been or is or might be in violation of US or other applicable export or import laws and regulations, including, without limitation, by virtue of

- A) any participant in any Activities in Juniper Product or Services (including, without limitation, the End User) being a Sanctioned Party<sup>7</sup>; or
- B) any participant in the Activities being a member of any sanctioned sector under US, EU or other applicable export control or economic sanction orders, laws or regulations, including, without limitation, those US and EU sectoral sanctions restricting or prohibiting dealings with military End Users, oil and gas exploration industry or financial services industry in Russia<sup>8</sup>; or
- C) any participant in any Activities or related series of Activities in Juniper Product or Services (including without limitation the End User) being located in (or intending to use such item for the benefit of anyone located in) or the Product will be shipped or otherwise delivered or transmitted to (or transit (or has transited) through) any

D) any Products being or having been Exported or imported without all required licenses, permits and authorizations under US and all other applicable export and import control orders, laws and regulations; or

E) that end use of any Products, Services or Technology sold, leased, licensed or furnished under the Activities may include

- (1) a military end use (unless otherwise expressly agreed by Juniper Trade Compliance Team and Customer in a signed writing);
- (2) development, production, operation or support of nuclear, chemical or biological weapons or missile technology or of nuclear fissile material or facilities for the production of such material;
- (3) a use in connection with violations of human rights, of democratic principles or of the freedom of speech as defined in the Charter of Fundamental Rights of the EU, where use is made of interception techniques and digital data transfer equipment for monitoring mobile phones and reading text messages and of targeted surveillance of internet use (e.g., by means of monitoring centers and lawful interception gateways); or
- (4) that the ship-to address and the address of the End User on Customer’s purchase order or the order Customer receives from its customer in connection with the Activities may be a carrier or freight forwarder address or a bonded warehouse or free trade zone (unless otherwise expressly agreed by Juniper Trade Compliance Team and Customer in a signed writing).

c) **Software or license key distribution.** Customer shall not make accessible for use or for electronic download or otherwise electronically distribute any software (or transmit by any means any license keys or other means of access to Products or Product features) to any third party without prior express written consent of the Juniper Networks Trade Compliance team.

d) **Support or other Services.** Customer shall not render (directly or indirectly through its agents or contractors) Services of any kind unless and until Customer first determines, resolving all reasons to suspect otherwise, that the recipient of those services did not receive the Products that are the subject of such services in an export in violation of any applicable export or import controls.

**e) Other Documentation and Information Required.**

- i) **End User Certificate.** If an Activity involves an Export of Product, directly or indirectly, to a High-Risk Country<sup>9</sup>, or if Juniper otherwise makes a request on Customer or separately posts a requirement at [www.juniper.net](http://www.juniper.net), then, at or before placement of its order with Juniper (or in the case of Products shipped under a Stocking Order<sup>10</sup> to a

<sup>7</sup> “Sanctioned Party” means (i) any individual, entity or other organization or institution that is named on a list of parties subject to export or economic sanctions published either by US Bureau of Industry and Security (“BIS”) (the Denied Persons List, Unverified List or Entity List) (see <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) or by OFAC (including the SDN list) (see <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or by the EU External Action Service (EEAS) or other EU body including the “Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions” (see [https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en)); or (ii) a party 50% or more owned or controlled, directly or indirectly, by a Specially Designated National (SDN) (as that term is used by US Office of Foreign Asset Control (“OFAC”))

<sup>8</sup> US Executive Order 13662 and Directives 1 through 4 thereunder, as amended.

<sup>9</sup> “High Risk Country” means any of the following: Afghanistan, Angola, Belarus, Cambodia, Central African Republic, China, Congo, Egypt, Eritrea, Guinea, Iraq, Laos, Lebanon, Libya, Myanmar, Pakistan, Qatar, Russia, Saudi Arabia, Somalia, South Sudan, Vietnam.

<sup>10</sup> “Stocking Order” means an order placed by a Juniper–authorized stocking distributor for stock and not for fulfillment of any order placed (or about to be placed) with the Distributor by a Customer.

Customer that is a Juniper –authorized Distributor at or prior to Customer’s disclosure to Juniper of the name of End User, but in no event later than date of Customer’s shipment or other delivery of any Product from Customer’s warehouse or other stocking facility), Customer shall obtain and furnish to Juniper a End User Certificate (EUC) in the form found at

<http://www.juniper.net/us/en/company/citizenship-sustainability/tradecompliance/> signed by the End User.

A) Juniper Trade Compliance may waive this requirement for any particular transaction only in writing and any such waiver shall apply only to the specific Activity involved and not to any other Activity. Such waiver may be made conditional on Customer securing a signed reseller export compliance certificate in a form satisfactory to Juniper attesting to the facts of the Activity and the parties involved, including the End User, and specifying the End Use.

B) Further, unless Juniper Trade Compliance otherwise requests an EUC in writing, the requirement for an End User-signed EUC shall be waived until lapse of two years from date of delivery to Juniper of the signed EUC.

ii) ELAIS Form. If the End User is a Non-Supplement 3 Country Government End User<sup>11</sup>, or if Customer is not selling directly to the End User, then Customer shall also complete and furnish to Juniper (and the Juniper-authorized Distributor from whom Customer is ordering Product), the Juniper-form Export License Application Information Sheet (ELAIS) posted at <http://www.juniper.net/us/en/company/citizenship-sustainability/ethics-compliance/> .

f) Prevent Post-Delivery Diversion. After Juniper’s delivery of goods to Customer, Customer shall be responsible for ensuring that no Product delivered by Juniper is diverted to any party or location not identified on Customer’s purchase order, and that transportation of all such Product is handled solely through the freight forwarder designated by Customer on its purchase order and that no intermediate consignee not named in the purchase order is used in the course of transporting Product to the final destination identified in the purchase order;

g) Collection and Archiving of Documentation. Customer shall:

- i) generate and maintain contemporaneously generated business records establishing its compliance with its screening and other responsibilities specified in this Export Note.
- ii) collect transactional and shipment-related documentation confirming that Product is delivered and received in conformity with terms of this Export Note through to the End User.
- iii) collect complete and current information, certifications, undertakings and other documentation pertaining to transit of Product from point at which Juniper delivers Products to Customer through point of End User receipt of Products at final destination. Such documentation shall include, but not be limited to: copies of orders received by Customer for Juniper Products and services, change orders, waybills and bills of lading, proofs of importation into destination country and proof of delivery to End User, all import or Export licenses relied on in

the Activities, proof of compliance with all Export/import license conditions, Export and import invoices and declarations.

iv) Archiving. Archive for at least seven (7) years from the date of the Activities and, upon Juniper request, furnish to Juniper

<sup>11</sup> **“Non-Supplement 3 Country Government End User”** is any Government End User acting for a country not in the group of countries comprising the US, Canada, the member countries of the European Union, Norway, Switzerland, Turkey, Iceland, Australia, New Zealand or Japan. **“Government End User”** as used above is any non-US central, regional or local government department, agency, or other entity performing governmental functions. “Government End User” includes, among other things, governmental research institutions, governmental corporations or their separate business units (as defined in part 772 of the EAR) which are engaged in the manufacture or distribution of items or services controlled on the Wassenaar Munitions List, and international governmental organizations. “Government End User” does not include utilities (including telecommunications companies and Internet service providers); banks and financial institutions; transportation; broadcast or entertainment; educational organizations (except public schools and universities); civil health and medical organizations (including public civilian hospitals); retail or wholesale firms; and manufacturing or industrial entities not engaged in the manufacture or distribution of items or services controlled on the Wassenaar Munitions List.