

**ANNEX TO APPENDIX 3 OF THE CUSTOMER DATA PROTECTION AND PRIVACY EXHIBIT FOR  
JUNIPER PRODUCTS AND SERVICES**

**SPECIFIC PROVISIONS ON PERSONAL DATA OF INDIVIDUALS RESIDING IN THE RUSSIAN  
FEDERATION AND CITIZENS OF THE RUSSIAN FEDERATION**

**1. GENERAL PROVISIONS**

- 1.1 "Russian Law on Personal Data" shall mean Federal Law No. 152-FZ dated 27 July 2006 "On Personal Data"
- 1.2 Links to the "**Customer**" in the DPA shall be interpreted as links to the "personal data operator" as defined under the Russian Law on Personal Data, and links to "**Juniper**" shall be interpreted as links to "a person processing personal data under the instructions of the personal data operator" as defined under the Russian Law on Personal Data.
- 1.3 The Agreement shall be considered a personal data operator's instructions on the processing of personal data, as defined in Article 6(3) of the Russian Law on Personal Data.
- 1.4 For the purposes of this annex, the term "Personal Data" shall include certain device data which is defined as the following to the extent it is personally identifiable: device MAC address, IP address, user agent, username, location information (when and if enabled), and Dynamic PCAP (packet capture),.

**2. PRINCIPLES AND RULES ON DATA PROCESSING**

- 2.1 Save for Juniper's obligations specifically mentioned in this annex, the Customer acknowledges and agrees that it is their sole responsibility to ensure compliance with Russian Law on Personal Data. The above includes but is not limited to the Customer's obligations to provide notice to, and obtaining all necessary consents from, end users regarding the Processing of data in accordance with this Agreement and for any additional Processing by the Customer or by Juniper on the Customer's behalf, and to comply with all applicable laws and regulations related to such Processing by the Customer or by Juniper on the Customer's behalf of the data of such end users, including what may relate to the Customer's choices to enable and configure Manual PCAP, location services, captive portal(s), and, if applicable, any mobile applications the Customer develops using Juniper software development kits.
- 2.2 Juniper shall comply with the principles and rules for the Processing as required by the Russian Law on Personal Data. Juniper shall also keep Personal Data confidential, not disclose it to third parties and not distribute Personal Data without the consent of the Data Subject, unless otherwise provided by the Russian Law on Personal Data or Juniper has other lawful grounds for such disclosure or distribution of Personal Data.
- 2.3 The Customer shall provide Data Subjects with the information necessary to ensure fair and lawful processing (such as information about the purposes of processing and transfer).
- 2.4 Juniper shall promptly comply with any requests of Data Subjects, the applicable data protection authority and/or Customer to disclose certain Personal Data or information about its processing, correct, block, remove or destroy Personal Data and take any other steps as may be necessary in accordance with the applicable law and/or the laws of the Russian Federation.
- 2.5 Juniper shall take legal, technical and organizational measures for the security of the processed Personal Data, including against accidental or unlawful access, destruction, alteration, blocking, copying, disclosure or dissemination of Personal Data, and against other unlawful acts with respect to Personal Data. Juniper shall take such additional measures as are necessary to protect special categories of Personal Data and biometrical Personal Data (sensitive data), if applicable. Juniper must observe the requirements for Personal Data

protection in accordance with Article 19 of the Russian Law on Personal Data. Security might be achieved, among other ways, through the following measures:

- (a) Detecting a threat to security of Personal Data while processing in information systems of personal data.
- (b) Taking organizational and technical measures to maintain security of Personal Data while processing in information systems of personal data, which are necessary to fulfil the requirements for the security of Personal Data, compliance with which ensures the relevant levels of security of Personal Data.
- (c) Applying information security tools that have duly passed assessment of their conformity.
- (d) Assessing effectiveness of measures taken to maintain security of Personal Data before putting information systems of personal data into operation.
- (e) Maintaining a record of computer mediums containing Personal Data.
- (f) Detecting facts of unauthorized access to Personal Data and responding appropriately.
- (g) Maintaining processes and measure designed to recover Personal Data processing capability that was modified or destructed as a result of an unauthorized access.
- (h) Adopting rules of access to Personal Data processed in information systems of personal data, as well as ensuring the registration and recording of all actions towards Personal Data in the information systems of personal data.
- (i) Controlling measures taken to maintain security of Personal Data and level of security of information systems of personal data.

2.6 When collecting Personal Data of individuals residing in the Russian Federation and citizens of the Russian Federation, the Customer shall initially record, systematize, accumulate, store, correct (update, alter) and retrieve Personal Data of individuals residing in the Russian Federation and citizens of the Russian Federation solely using databases located on the territory of the Russian Federation.

2.7 Personal Data shall be stored in a form that permits identification of Data Subject no longer than it is necessary (defaulted to 60 days) for the purposes of Personal Data processing, unless the period of Personal Data storage is not provided by applicable law, a contract to which Data Subject is a party, a beneficiary or a guarantor.

### **3. PURPOSES OF PERSONAL DATA PROCESSING**

3.1 The Customer instructs Juniper to process Personal Data for the processing operation purposes outlined in Appendix 1 of the [Customer Data Protection and Privacy Exhibit for Juniper Products and Services](#).

3.2 Personal Data may be processed and subsequently used or further communicated only for the purposes described in Section 3.1. The Personal Data being processed must be consistent with the purposes of their processing. The content and scope of the processed Personal Data should be consistent with the declared

processing purposes. No processing of Personal Data is allowed if it is not consistent with the purposes for which the Personal Data were collected.

- 3.3 Merging databases containing Personal Data processed for mutually incompatible purposes is prohibited.
- 3.4 Personal Data must be accurate and, where necessary, kept up to date. Personal Data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

#### **4. PERMITTED OPERATIONS WITH PERSONAL DATA**

- 4.1 The Customer authorizes Juniper to process Personal Data by performing the following actions (operations): collection, recording, systematization, accumulation, storage, verification, retrieval, use, deletion, destruction, transfer, provision and access.

#### **5. BLOCKING AND DELETION OF PERSONAL DATA**

- 5.1 Juniper shall ensure the prompt blocking of Personal Data upon the Customer notice of possible unlawful processing or processing of inaccurate Personal Data. If the fact of unlawful processing or processing of inaccurate Personal Data is approved, Juniper shall, within the terms specified in the relevant Customer's notice, verify Personal Data, cease processing, delete Personal Data or perform other actions required by Customer. Customer acknowledges that Juniper's services may be affected due to the blocking of Personal Data.
- 5.2 Juniper shall also cease processing and delete Personal Data upon the Customer's notice regarding the achievement of the purposes of the relevant Data Subject's Personal Data processing or withdrawal of their consent within 30 days from the date of such a notice.

#### **6. OTHER PROVISIONS**

- 6.1 The Customer shall make changes at their own cost and expense to continually comply with changes and applicable requirements arising under Russian Law on Personal Data.