

CUSTOMER SCHEDULE

(Applies to all purchases of Juniper Solutions for internal use)

1. Applicability. This Customer Schedule contains additional terms and conditions applicable to the license, use, access, and purchase of Juniper Solutions by Company. In this Schedule, Section 2 applies to the purchase or license of all Juniper Solutions, and in the case of: (i) Hardware, Section 3 also applies; (ii) Services, Section 4 also applies; and (iii) Software or Cloud Services, Section 5 also applies.

2. Terms for all Juniper Solutions

- a) Transactional Terms. Company may not purchase Juniper Solutions directly from Juniper unless expressly authorized in writing by Juniper. Section 4 of the GTC applies only if Company is purchasing Juniper Solutions directly from Juniper and does not apply to Orders from an Authorized Reseller.
- b) Onboarding Information. The Parties agree to provide Onboarding Information in support of this Agreement.
- c) Use of Third-Party Products. Unless otherwise certified for use by Juniper, Company's use of Juniper Solutions with third-party products is at Company's own risk. Juniper shall not be responsible for support, warranties, or other terms applicable to such third-party products.
- d) End of Life / End of Service. Juniper's End of Life and End of Service procedures are available on Contract Resources.
- e) Evaluation Terms. Company must comply with the Program Terms available on Contract Resources for: (i) loans and licensing of Juniper Solutions; or (ii) the purchase of Juniper Solutions with a right to return or cancellation.
- f) Users. Company is responsible for all acts or omissions of its Users with respect to Juniper Solutions.

3. Specific Terms for Hardware

- a) Hardware Warranty. The terms and conditions of the applicable warranties are available on Contract Resources.
- b) Transfer. All transfers are subject to the inspection and reinstatement Policies available on Contract Resources.

4. Specific Terms for Services

- a) SDD-Based Services.
 - i. SDD. Scope and details of SDD-Based Service-specific terms are specified in the SDD.
 - ii. Subcontracting. Juniper may subcontract with, or assign to, its Affiliates or other third parties the obligations for performance of any SDD-Based Services.
 - iii. True Up. Company must promptly True Up any unpurchased SDD-Based Services rendered by Juniper.
- b) SOW-Based Services. SOW-Based Services that are provided: (i) by Juniper to the Company directly will be set forth in a SOW governed by this Agreement; and (ii) to the Company through an Authorized Reseller, will be set forth in a SOW as agreed between Company and such Authorized Reseller.
- c) Warranty. Juniper warrants that Services will be performed in a professional manner following industry standards.

5. Specific Terms for Software and Cloud Services

a) License and Right to Use. Subject to the terms and conditions of this Agreement (including the Licensing Guide), Juniper grants Company a non-exclusive, revocable, non-transferable (except under Section 5 of the GTC) license to Use the Software and right to Use the Cloud Services, during the applicable License Term, for up to the Licensed Units and solely for Company's internal business operations. Company has no right or license to Use the Software or Cloud Services unless Company rightfully purchased the right to Use the Software or Cloud Services from an Approved Source.

b) General Restrictions. Unless expressly authorized in writing, or except to the extent transfer may not be restricted under Law, Company shall not: (i) sublicense, transfer, or assign, any right or license to the Software or Cloud Services to any other person or legal entity; (ii) directly or indirectly decompile, disassemble, reverse engineer, modify, unbundle, or create derivative works based on any Software or Cloud Services; (iii) remove, modify, or conceal any product identification, copyright, or confidential notices or other marks; (iv) make any copies, except as reasonably necessary for archival purposes; and (v) Use or fail to restrict Use of the Software or Cloud Services in violation of applicable Law.

c) End of Entitlement. Upon cessation of the right to Use Software or Cloud Services, Company shall promptly cease using and accessing the Software or Cloud Services and delete, destroy, or return all copies of any Software and any Confidential Information to Juniper, and shall provide written certification that it has complied with this Section 5(c).

d) Third-Party Software. Software or Cloud Services may contain or otherwise make use of Third-Party Software that may be subject to separate license terms set out on Contract Resources. Juniper warrants that Software or Cloud Services, when used in conformance with this Agreement, does not include Third-Party Software that restricts Company's usage rights granted under this Agreement.

e) Warranty. Juniper will provide Software and Cloud Services with commercially reasonable care in material conformance with the applicable Descriptive Content.

f) Additional Software Terms. For Software:

(i) Juniper grants Company a license to Use Software Updates made available as part of the applicable SDD-Based Services for such Software or, if applicable, Hardware. The terms and conditions applicable to the Software also apply to any Update of that Software, and Company must track its Use of Software and True Up any unpurchased use.

(ii) Company may Use the Software on any device that supports it, except for operating system Software: (i) included in the purchase of the Hardware; or (ii) if licensed and purchased separately, only on the replacement Hardware.

(iii) In the limited event that licensed Software includes source code, (either as part of the Software or made available separately by Juniper, or is ancillary to the Use of Software), such source code is provided "as-is", without any warranty and for internal use only unless expressly licensed otherwise by Juniper.

g) Additional Cloud Services Terms. For Cloud Services:

(i) Company shall: (1) be solely responsible for the accuracy, quality, integrity and legality of Company Data; (2) prevent unauthorized Use of the Cloud Services, and notify Juniper promptly of any such unauthorized Use; (3) Use the Cloud Services in accordance with the Policies, Descriptive Content, and applicable Laws; (4) obtain any and all third-party consents necessary for the use and processing of Company Data in connection with the Cloud Services; and (5) Use the Cloud Services with only appropriately licensed and Juniper approved third party software and technology.

(ii) Company shall not: (1) Use the Cloud Services to store or transmit infringing, libelous, harmful or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (2) Use the Cloud Services to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of the Cloud Services or related third-party data ; and (4) permit any third party to access the Cloud Services.

6. Data Protection. All Processed Data is subject to the Customer DPA available on Contract Resources. By using Juniper Solutions, Company authorizes Juniper to collect and use Processed Data as set forth in the DPA.

GLOSSARY

A. Definitions applicable to the General Terms and Conditions

“Affiliate” of a Party means, any entity and its successors controlled by, controlling, or under common control with, such Party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity remains an Affiliate as long as it continues to meet the foregoing definition.

“Authorized Reseller” means a reseller of Juniper Solutions that sells Juniper Solutions to Company pursuant to a valid contract with Juniper to conduct such resale activities.

“Cloud Services” means Juniper’s generally available software-as-a-service offerings.

“Contract Resources” means the following website where Program Terms, Policies, and Descriptive Content are posted: <https://www.juniper.net/us/en/legal-notices/juniper-networks-contracts-resource.html>.

“CSD” or “Cloud Service Description” means a description of the Cloud Service, including the incorporated SDD-Based Services, Juniper’s obligations in providing the Cloud Service, and any specific privacy and data protection information.

“Data Protection Addendum” or “DPA” means the then-current data protection addendum as set forth within the applicable Schedule.

“Descriptive Content” means the “Data Sheets,” “Service Description Document(s),” or “Cloud Service Description(s)” made available on Contract Resources that describe the Juniper Solutions, as applicable.

“Hardware” means the physical components of Juniper’s equipment delivered hereunder.

“Juniper” means, if Juniper Solutions are shipped, delivered or deployed by Juniper or an Authorized Reseller to a location in: (a) North America, Central America or South America, Juniper Networks (US), Inc.; (b) United Kingdom, Juniper Networks (U.K.) Limited; (c) India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or (e) where a location is not listed above, Juniper Networks International B.V., and for on-site SDD-Based Services or SOW-Based Services, exclusively means the applicable local Juniper contracting entity.

“Juniper Solutions” consists of, together or individually, Hardware, Software, Services and Cloud Services.

“Laws” means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.

“Licensing Guide” means the guidelines published on Contract Resources pertaining to activation, installation, management, and monitoring of Software licenses.

“Onboarding Information” means information shared between Juniper and the Company (as updated from time to time) for the purposes of transacting under this Agreement.

“Policies” means, without limitation, any policies, guidelines, or procedures applicable to Juniper Solutions made available on Contract Resources that are effective as of the date of the Purchase Order.

“Processed Data” means Personal Data (as defined in the DPA) collected, processed, or used in connection with the provision of Juniper Solutions.

“Program Terms” means any country, industry, channel, program, or product-specific terms and conditions made available on Contract Resources.

“Purchase Order” or “Order” means an order issued to and accepted by Juniper which is fully authorized by a Company representative and subject to the terms and conditions of this Agreement.

“Quote” means a quotation issued to Company or the Authorized Reseller for the purchase of Juniper Solutions.

“Schedule” refers to the terms applicable to Company’s purchasing model and attached to the GTC.

“SDD” or “Services Description Document” means a document describing the associated SDD-Based Services.

“SDD-Based Services” means collectively, services provided by Juniper as described in the applicable SDD.

“Services” means collectively SDD-Based Services and SOW-Based Services.

“Software” means the Juniper machine-readable object code and accompanying activation keys, if any, made available to Company, whether incorporated in the Hardware (e.g., firmware) or delivered separately, and includes Software Releases and any Updates of that Software the Company is entitled to through Maintenance Services.

“Software Release” means a new production version of the Software.

“Statement of Work” or “SOW” means a document executed by the Parties that references this Agreement and describes the scope and details of SOW-Based Services that shall include at a minimum: (i) a reasonably detailed description of the project or services to be performed; (ii) a schedule and completion date; (iii) the description of who will perform the applicable services; (iv) an acceptance procedure for the services rendered; (v) a compensation and payment schedule; and (vi) the identity of the Company that will receive the the services.

“SOW-Based Services” means, collectively, services provided Juniper as described in an applicable SOW.

“Tax” or “Taxes” means all taxes, levies, imposts, all custom and stamp duties, tariffs, import fees, fines or other charges imposed by any jurisdiction, country or any subdivision or authority arising out of this Agreement or any instrument or agreement otherwise required, and all related interest, penalties or similar liabilities, except such taxes as are imposed on or measured by a Party’s net or gross income, capital, net worth, franchise, privilege, or property.

“Third-Party Software” means any software (including object code, binary code, source code, interpreted code, script code, firmware, drivers, microcode, application programming interfaces, web services, software development kits, subroutines or other code, and including commercial, open-source and freeware software) and any documentation or other material related to such software, and any derivative of any of the foregoing, that is not majority owned by Juniper.

“Update” means updates, fixes, corrections, enhancements and other modifications to the Software or Cloud Service.

B. Definitions applicable to the Customer Schedule

“Approved Source” means Juniper or an Authorized Reseller.

“Company Data” means all information submitted by Company to Juniper and may include third-party data.

“License Metric” means a unit of measurement that restricts the use of the Software or Cloud Service (e.g., Network Element or Node, or any other metric set forth in a SKU or other notification).

“License Term” means the period during which the Company is permitted to Use the Software or Cloud Services.

“Licensed Units” mean a number of units under a License Metric that limits the Use of the licensed Software or Cloud Services (e.g., 10M, 50 Nodes, or any other units under a License Metric set forth in a SKU or other notice).

“Malicious Code” means viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any identifying information or other metadata associated with them, such as suspected malicious website, URL, or IP addresses.

“Network Element” or “Node” means a physical or virtual device recognizable by the Software as a unique device that the Software may directly or indirectly administer, monitor, manage, provision, or configure.

“Perpetual License” means a license with a perpetual License Term.

“SKU” means a stock-keeping unit or unique identifier for each distinct product and service that can be purchased and any summary description of such product or service.

“Subscription” means a license to Use the Software or the Cloud Services solely during a fixed License Term.

“True Up” means a reconciliation by Company of its deployment or Use of unpurchased or unlicensed Juniper Solutions.

“Use” and “Used” means: (a) for Software, to install, use, access, activate, or view the Software in executable form; and (b) for Cloud Service, to access that Cloud Service.

“Users” means employees, consultants, contractors, and agents authorized to Use the Software or Cloud Services under valid Subscriptions or Perpetual licenses.