

CHANNEL SCHEDULE

(Applies to all purchases of Juniper Solutions that Company intends to resell)

1. Appointment of Company as an Authorized Reseller

- a) Appointment. Subject to this Schedule and the GTC, Juniper authorizes Company to purchase Juniper Solutions from an Authorized Distributor for resale to Customers located within the Territory. Company may not purchase Juniper Solutions directly from Juniper unless expressly authorized in writing under terms of Juniper's then-current direct reseller program and, in such case, Section 5 of this Channel Schedule shall apply. Notwithstanding anything to the contrary, the relationship between the Parties is that of independent contractors only.
- b) Non-exclusive Appointment. The appointment of Company under this Channel Schedule is non-exclusive.
- c) Restrictions to Appointment. The appointment and authorization in Section 1(a) is exhaustive.
- d) Gray Marketing. Company is prohibited from directly or indirectly dealing in any Gray Marketing.
- e) Inventory Stocking. Company may not hold inventory or issue "stocking" orders intended for inventory stock or future resale. Company may temporarily hold Hardware or Software for a specified Customer for the purpose of providing staging or configuration services, but Company holds all obligations and risk for doing so.
- f) Juniper Marks. Juniper hereby grants to Company, without charge, a non-exclusive, non-transferable license to use and display Juniper Marks solely for purposes of performing its obligations under this Channel Schedule. Company must comply with the Trademarks Guidelines.
- g) Equipment Returns. In the performance of its obligations as an Authorized Reseller, Company must promptly return any Juniper-owned Juniper Solutions in the possession, control, or management of Company in accordance with the Descriptive Content or online Policies.

2. Channel Program Requirements

- a) Qualifications. Company will: (i) maintain sales, technical, finance, accounting, logistics and marketing organization, facilities, and other resources sufficient to provide resale services and to carry out Company's obligations under this Channel Schedule; and (ii) provide substantial added value to Customers in performance of its obligations herein.
- b) Program Benefits. Where Juniper invites Company to participate in any Program, or receive any Benefits, Company agrees to comply with the applicable terms and conditions. If Company is ineligible, chooses not to participate in, or does not comply with, the applicable terms and conditions, then that Program or Benefit does not apply to Company.
- c) Access, Use and Compliance. Company (i) will have access to the Partner Center providing various tools and resources to aid in Company's resale efforts provided Company complies with the System Access Terms; (ii) must regularly check the Partner Center during the Term; (iii) will comply with any Juniper announcements, instructions, directions and guidelines to perform its obligations under this Channel Schedule; and (iv) will remain in compliance with all requirements outlined in policies, programs and promotions made available on the Partner Center.
- d) Data Protection. For all Personal Data collected, processed, and/or used in connection with this Channel Schedule, the Reseller Data Protection Agreement located on Partner Center is hereby incorporated by reference and shall apply.

e) Termination for Convenience. Either Party may terminate this Agreement, in whole or in part (excluding the GTC), for its convenience upon thirty (30) days prior written notice to the other Party. Juniper will be entitled to payment for Purchases Orders that are shipped to and received by Company as of the date of termination. Any such orders shall be governed by the terms and conditions of this Agreement and will not be considered an extension of the Term. If Company terminates this Agreement, then Company will not be entitled to a refund or credit for any months remaining for any purchased Services.

3. Terms Applicable to All Juniper Solutions for Indirect Resale Only

The following terms only apply to purchases made indirectly through a Juniper Authorized Distributor for purposes of resale. For indirect purchases, final transactional terms (e.g., pricing, invoicing, payment, ordering, shipping) will be negotiated and agreed to between Company and the Authorized Distributor, and the terms that correspond to those topics in this Channel Schedule do not apply as between Company and Juniper.

a) Reports. Company shall provide all required Point of Sale Information to its Authorized Distributor at the time Company places an order with the Authorized Distributor. Company shall comply with any other reporting requirements and report submission procedures established by Juniper or the applicable Authorized Distributor.

b) Pricing. As permitted by local law, Juniper will use commercially reasonable efforts to work with its Authorized Distributors to ensure such Authorized Distributors extend to Company the minimum discount off the Juniper global price list that it qualifies for as a Juniper Authorized Reseller. Notwithstanding anything to the contrary, Company will, in its sole discretion, determine the resale prices of Juniper Solutions for its Customers.

4. Compliance and Agreements with Customers

a) Customer Transactions. Company must inform the Customer that (1) the GTC and Customer Schedule governs their use and operation of Juniper Solutions; or (2) with the prior written consent of Juniper, a written agreement ("**Customer Contract**") that includes terms consistent with the GTC and Customer Schedule governs, which shall grant Juniper a beneficial right to enforce its rights against the Customer.

b) Customer Contract. Company will enforce each Customer Contract with at least the same degree of diligence used in enforcing similar agreements covering Company's own services or products but in no event less than commercially reasonable diligence. Where the Customer has breached a Customer Contract which affects Juniper Solutions, at Company's cost and expense, Customer shall reasonably cooperate with Juniper in any legal action to prevent or stop unauthorized use, reproduction, or distribution of Juniper Solutions.

c) Exception Reporting. Company shall promptly notify Juniper if it becomes aware of any violation of the Customer Schedule terms by a Customer, or any material breach of any Customer Contract, as the case maybe. Where Juniper exercises its rights to suspend or terminate the provision of any one or more of the Juniper Solutions to a Customer in response to such a violation, or suspected violation, contemplated under this Section, Juniper will have no liability to Company as a result of any such suspension or termination. Company must keep accurate records of its compliance with Section 4 of this Channel Schedule and furnish such records to Juniper upon demand.

5. Terms Applicable to All Juniper Solutions for Direct Resale Only

This Section applies if Juniper expressly authorizes Company in writing to purchase Juniper Solutions directly from Juniper for purposes of resale.

a) Transactional Terms. Section 4 of the GTC applies to all direct Orders.

b) Discounts. Juniper may determine the discount applicable to Juniper Solutions by Company's current partner status for the applicable certification and specialization level or other criteria under Juniper's then-current reseller Program. Juniper reserves the right to modify or adjust Company's discount at any time during the term of this Channel Schedule. Notwithstanding the foregoing, Juniper will honor Company's discount for Quotes provided to Company prior to any adjustment or modification to Company's discount levels. If Juniper approves a non-standard discount, then as permitted by local law, Company shall pass through the entirety of such non-standard discount to the Customer for whom the non-standard discount was intended, within the specified discount period, and only for the specific Customer location and Juniper Solutions approved by Juniper.

c) Resale Price. Company shall, in its sole discretion, determine the resale prices of Juniper Solutions for its Customers, provided that if Juniper approves a non-standard discount, Company will comply with its obligations under Section 5(b).

d) Survival. The Parties' obligation under this section shall survive termination or expiration of this Agreement.

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 Channel Schedule

“Authorized Distributor” means an entity authorized by Juniper to distribute and license Hardware, Software, Services and/or Cloud Services to Authorized Resellers in the Territory.

“Benefits” means any incentives (monetary or otherwise), promotions, rebates, marketing development funds, inducements or other reward as contemplated in a Program, and includes the: (i) non-standard or additional minimum discount or maximum net reseller price below Juniper’s standard list price offered to Company for a specific Customer deal or promotion.

“Gray Marketing” means any Juniper Solutions purchased, sold or transferred outside of Juniper’s authorized sales channel, or Company’s approved Territory or level of authorization, as more fully described on Contract Resources.

“Juniper Marks” means trademarks, service marks, names, domain names, designations or logos and includes any other substantially similar trademarks, service marks, names, domain names, designations or logos.

“Juniper Partner Center” means the then-current online partner center that may be accessed on the Juniper website.

“Point of Sale Information” means information provided by the Authorized Reseller at the time of order placement to Authorized Distributor containing information requested by Juniper and such Authorized Distributor.

“Program” means any sales, operations or marketing initiative or other program that is associated with the resale, support or operational activities of an Authorized Reseller or Authorized Distributor.

“System Access Terms” means the terms and conditions that govern the Company’s access to Juniper’s systems and tools.

“Territory” means the territory as approved in writing by Juniper.

“Trademarks Guidelines” means the Juniper logo guidelines available on the Partner Center.