

UNIFIED MANAGED SERVICES PROGRAM TERMS AND CONDITIONS

(Program Terms pursuant to Section 2(b) of the Channel Schedule)

1. Eligibility Criteria and Program Requirements

- a) Company Eligibility. Subject to the terms and conditions of these Program Terms and the Program Guide, to be eligible to participate, the Company must: (i) have either: (1) received a formal, written invitation from Juniper; or (2) successfully completed an Expression Of Interest; (ii) be in good standing with its commitments to Juniper; (iii) have no undisputed and overdue amounts owed to Juniper; (iv) comply with the guidelines, rules, processes and procedures with respect to the Program (including, without limitation, any eligibility criteria set forth in the Program Guide); (v) prohibit any Disposal or transfer of rights to use Eligible Juniper Solutions, without the prior written approval of Juniper; (vi) meet and maintain the Program Standards; (vii) accept these Program Terms in an unamended form; and (viii) be in full compliance with, and not otherwise be in breach of, the Agreement.
- b) Program Region. Unless Juniper agrees in writing, the initial Program Region applicable to the Company is the Territory, and may be updated by Juniper in writing to the Company from time to time.
- c) Non-exclusive Participation. The Company's participation in the Program is non-exclusive.
- d) Applicable Juniper Solutions. The list of Eligible Juniper Solutions in the Program Guide is exhaustive.
- e) No Misrepresentation. The Company may inform End Users that the Company Solutions are being supplied utilizing Eligible Juniper Solutions, provided however that the Company shall not in any way represent or hold itself out to be Juniper or an agent of Juniper in providing the Company Solutions.
- f) Relationship with Other Programs. The Program Guide and these Program Terms constitutes a 'Program' for the purposes of Section 2(b) of the Channel Schedule of the Agreement. The Program is independent from the Reseller Program. Any rewards, rebates, incentives, remuneration or Program Benefits that apply to the Reseller Program or any other promotion or program provided by Juniper, shall have no application to the supply by the Company of Company Solutions. The Program Guide shall set forth the applicable discounts and remuneration structure (together and separately 'Program Benefits' for the purposes of the Agreement) that are associated with the Company's participation in the Program. A conflict between these Program Terms and the Program Guide shall be resolved in favor of these Program Terms.
- g). Change, Termination for Convenience and Breach of the Program. Juniper reserves the right to change the Program Guide (including without limitation, any Program Benefits, Program Standards or Eligible Juniper Solutions) by publishing a replacement Program Guide, without any liability to the Company or any End User in respect of that change (such changes to take effect ninety (90) days after publication of the Program Guide). Either party may terminate this program for convenience on ninety (90) days written notice to the other party. A breach by the Company of this Program, these Program Terms or the Program Guide is a corresponding breach of the Agreement. Any other termination rights of Juniper in the Agreement that do not conflict with this Section 1(g) of these Program Terms remain unaffected.

2. Specific Terms for Program Participation

- a) End User Contracts. To the extent that the End User requires a license or rights to use for the quiet enjoyment, or to obtain the benefits, of the Eligible Juniper Solutions that are provided by the Company in association with

Company Solutions, Juniper authorizes the Company to extend such license or rights to use that are consistent with the terms and conditions of the End User Schedule to the End User solely for such purpose. Before making available Company Solutions to an End User, the Company will enter into a written agreement with each End User (an “**End User Contract**”) that includes terms that are: (i) consistent with the Juniper warranties and disclaimers; and (ii) protective of Juniper at least to the same extent and no less protective than the terms set forth in the End User Schedule and in the Agreement. The Company will enforce each End User 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. Juniper is an intended third-party beneficiary of such End User Contracts and the Company acknowledges, agrees and will do all things necessary to ensure that Juniper has a direct right of action to enforce such End User Contracts. The Company shall promptly notify Juniper in writing of any material breach of any End User Contract and will, at the Company’s cost and expense, reasonably cooperate with Juniper in any legal action to prevent or stop unauthorized use, reproduction, or distribution of the Eligible Juniper Solutions.

b) Limited License. Pursuant to Purchase Orders made by Company through a Distributor or directly with Juniper (if authorized), the Company is granted a non-exclusive, non-transferable, limited license to use the Eligible Juniper Solutions subject to the terms and conditions of the End User Schedule (and the Company is taken to be the “End User” for the purposes of licenses granted under the End User Schedule) in order to make available Company Solutions to the End User.

c) Support Services. Company is responsible for providing and responding to all L1/L2 Support requests from End Users. Only the Company’s technical support personnel who achieve, and maintain accreditation at, the levels required under the relevant Program Standards are permitted to contact Juniper technical support to resolve any problems that cannot be resolved by L1/L2 Support. In accordance with the applicable Support Description Document or Cloud Service Description located at <http://www.juniper.net/support/guidelines.html> and the User Guide(s), Juniper shall provide to the Company support for Eligible Juniper Solutions. Company will purchase the applicable support service plan from Juniper to support L1/L2 Support services that are made available to End Users.

d) Dispute Management. The Company: (i) shall procure from the End User that the End User shall refrain from commencing, assisting with, or otherwise participating in any way with any dispute (howsoever arising), any proceedings (including but not limited to court proceedings, administrative proceedings, arbitration proceedings, or any other proceedings that determine legal rights and/or remedies) in connection with the Eligible Juniper Solutions against Juniper; and (ii) will do all things necessary to direct any such action, proceeding or dispute of the End User contemplated in section 2(d)(i) of these Program Terms to the Company (and not Juniper). Company will indemnify, defend and hold harmless Juniper and its directors, officers, employees, shareholders, agents, and affiliates (the “**Indemnitees**”) from any and all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, and expenses of whatever kind, including attorney’s fees, arising out of any third-party claims arising out of or resulting from a breach of section 2(d)(i) of these Program Terms (whether actual or alleged). Notwithstanding anything to the contrary in the foregoing: (i) an Indemnitee may participate, at its own expense, in any defense and settlement directly or through counsel of its choice; and (ii) Company will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase the obligations assumed by the Indemnitee under these Program Terms, without the prior written consent of the Indemnitee.

e) No End User Contact. The Company acknowledges and agrees that, vis a vis Juniper, it will at all times remain the primary contact for all business and technical requirements and other interactions with End Users of Company

Solutions. The Company must not advise, instruct nor otherwise cause any End Users of Company Solutions to contact Juniper (or any of its business partners, authorized resellers or associates) for any support and maintenance of, and any other dealing with Eligible Juniper Solutions, unless requested in writing by Juniper.

f) Pricing and Discounts. Juniper may provide instructions to the Company to process, handle and complete Purchase Orders for Eligible Juniper Solutions. The price list of Eligible Juniper Solutions will be made available by Juniper on the Partner Center. The applicable discounts for Eligible Juniper Solutions are set forth in the Program Guide.

g) Performance Reports. The Company shall provide Juniper, on a periodic basis, reporting information (which, at Juniper's option, may include point-of-sale information) in connection with its performance with respect to the Program.

h) No Resale Permitted. In the event of any Disposal or transfer of rights to use Eligible Juniper Solutions without the prior written approval from Juniper, among other rights and remedies available to Juniper, Juniper reserves the right to recover any Program Benefits received by Company for all associated Eligible Juniper Solutions under the Program, and the Company shall repay to Juniper the additional discount (if any) received for Eligible Juniper Solutions as compared to the applicable discount available for resale of the Eligible Juniper Solution.

3. Specific Remedies. In addition to any other remedy Juniper may have under the Agreement, any failure of the Company to comply with Sections 2(a) through 2(h) inclusive of these Program Terms may result in a reduced ability, or inability, by Juniper to provide the benefit of the Eligible Juniper Solutions to the Company as contemplated in these Program Terms.

4. Spares. The Company must seek the prior written consent of Juniper to hold Hardware as sparing equipment in furtherance of making available Company Solutions to an End User. The Company must provide all information required by Juniper for Juniper to consider each consent request under this Section 4, including the inventory location(s), management processes and procedures, and tracking and audit capabilities of the Company to ensure compliance with these Program Terms.

5. Separation of Resell Products and Eligible Juniper Solutions. If the Company is authorized to take part in the Reseller Program, the Company shall ensure that all Eligible Juniper Solutions are distinctly separate from, and not located with, Resell Products and Services. The Company may not purchase Eligible Juniper Solutions for the Company's internal use or operations. The Company must not convert Resell Products and Services into Eligible Juniper Solutions ("**Converted Inputs**") unless Juniper provides its prior written authorization to do so. If Juniper provides such authorization, these Program Terms take effect with respect to such Converted Inputs (as if such Converted Inputs are Eligible Juniper Solutions) on the date that Juniper so authorizes. The Company must comply with any directions in Juniper's authorization to give effect to any such conversion.

6. Audit of Eligible Juniper Solutions. Section 15(f) of the GTC applies to all information, compliance and performance requirements of the Company with respect to the Program.

7. Registration Requirements and Currency of Records. The Company shall register and track all Eligible Juniper Solutions that are supported by the Company in accordance with the Online Policies, Guidelines and Procedures.

8. Problem Reporting. Juniper may specify from time to time the processes, procedures and systems to be used by the Company for the logging, reporting and updating of problems, resolutions or fixes, and any available work-arounds relating to Eligible Juniper Solutions. All problem reports information will constitute Confidential Information of Juniper.

9. Subcontracting and Assignment. Unless approved by Juniper in writing, the Company may not assign or subcontract the performance of any L1/L2 Support to any other party.

10. Hardware Return Procedures. Only the Company (and not End Users) may submit a warranty claim or request to return any Hardware of Eligible Juniper Solutions in accordance with the Online Policies, Guidelines and Procedures for the return of Hardware.

11. Additional Termination Rights. In addition to any other rights of Juniper, Juniper may respond to and support an End User's requests to obtain or source solutions similar to Company Solutions from a different Authorized Reseller or provider as described in these Program Terms in the following circumstances: (a) as a result of a termination of the Agreement due to a breach by the Company; or (b) when an End User contacts Juniper and provides a written statement (via email or otherwise) that the End User no longer wants to purchase the Company Solutions from the Company. Unless otherwise restricted by confidentiality obligations, Juniper will provide the Company with a copy of such statement (expunging or redacting any information that Juniper reasonably considers necessary).

GLOSSARY

A. Definitions Applicable to these Program Terms

"Company Solutions" means the solutions that the Company: (i) markets and makes available to End Users together with Eligible Juniper Solutions; (ii) directly supports for an associated End User; and (iii) provides to End Users having executed an agreement defining the Company's obligations to the End User for managing such solutions.

"Compliance Guide" means, unless otherwise provided to the Company by Juniper, the Program Guide.

"Converted Inputs" has the meaning ascribed to that term in Section 5 of these Program Terms.

"Disposal" means the: (i) transfer of title (howsoever occurring) of Hardware from the Company to an End User or any third party; or (ii) supply by the Company of Company Solutions outside of the Program Region.

"Eligible Juniper Solutions" means the Hardware, Software, Services and/or Cloud Services which are contemplated within the Program Guide, and in the context of the End User Schedule, is referred to as "Juniper Solutions".

"End User Contract" has the meaning ascribed to that term in Section 2(a) of these Program Terms.

"Expression Of Interest" means the online expression of interest, registration, and application process available at the site nominated by Juniper, which, among other things, requires the Company to: (i) submit information to Juniper; and (ii) read, understand and accept the unamended terms and conditions of the Program Guide and these Program Terms, resulting in Juniper either approving or rejecting the Company's submission to such expression of interest, and the process is 'successfully completed' for the purposes of Section 1(a)(i)(2) of these Program Terms only in the circumstances where Juniper provides an approval to the Company.

"L1/L2 Support" means the requirements, qualifications and standards to be achieved and maintained by the Company to provide level 1 and level 2 support to End Users with respect to Eligible Juniper Solutions

as more fully described in the Compliance Guide, and is referred to as “First level Technical Support” and “Second Level Technical Support” in the Program Guide.

“Program” means the Program Guide and these Program Terms and the “Unified Managed Services Program” has a corresponding meaning.

“Program Guide” means ‘*Juniper Unified Managed Services Program (UMSP) Guidelines: Partner Eligibility and Compliance*’ and located at <https://partners.juniper.net/partnercenter/jpa/unified-managed-services/> (requires access to the Partner Center).

“Program Region” has the meaning ascribed to that term in Section 1(b) of these Program Terms.

“Program Standards” means: (i) the expectations, standards, levels and requirements of certification, training and technical support as more fully described in the Program Guide; (ii) the performance or achievement targets or goals; (iii) any prerequisites contemplated in the Program Guide that must be achieved by the Company in making available any Company Solutions; and (iv) the guidelines and requirements sets forth in the documentation available at: <https://partners.juniper.net/partnercenter/jpa/unified-managed-services/requirements/>

“Program Terms” means these terms and conditions and includes the Glossary.

“Resell Products and Services” means Hardware, Software, Services and/or Cloud Services that the Company is authorized to resell, market or distribute to End Users under, and in accordance with, the terms and conditions of the Channel Schedule.

“Reseller Program” means the current Juniper Partner Advantage program which, among other things, set out the guidelines, rules, processes, procedures and remuneration with respect to the reselling, marketing and distribution of Resell Products and Services.