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- b. You shall use a reasonable degree of care to maintain all Confidential Information in confidence and shall not disclose to any third party nor use Confidential Information of Juniper for any unauthorized purpose. You may only disclose Confidential Information to those of its employees and representatives that both (i) have a need to know for Your internal purposes in configuring, installing, Using or supporting the Software and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement.

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than once per year, Juniper may request, and You shall promptly provide, Software license compliance log reports to the extent the Software is capable of generating such logs. You shall allow Juniper or its independent third party auditors, at Juniper's discretion, access to Your facilities, personnel, records, reports, and networks and permit the auditing Party to make copies as reasonably necessary to validate compliance with this Agreement. If an audit is performed and You are found to be out of compliance with this Agreement, including the EULA, You shall pay all reasonable costs incurred by Juniper and, to the extent applicable, its independent third party auditors, in conducting the audit, in addition to any Software license and/or Maintenance Service fees necessary for You to become compliant herewith. The remedies set forth in this Section are in addition to any other remedy to which Juniper may be entitled to pursue. Failure to remediate excess Use shall be a material breach of this Agreement, including the EULA.

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16. Warranty Restrictions. No warranty shall apply if the Software or the Juniper Platform (or other hardware on which the Software operates) (a) has been altered, except by Juniper; (b) has not been installed, operated, repaired, or maintained in accordance with documentation and instructions made available by Juniper; (c) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident; or (d) has been licensed solely for the non-commercial purposes set forth in Section 5c of this EULA or if the Software is beta software or otherwise has not been commercially released. In addition, neither the Software nor any Juniper hardware system on which it may be installed is designed or intended for (i) use in the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; (iii) operating life-support or life-critical medical equipment or (iv) incorporation in a dwelling or for personal, family, or household purposes or otherwise for use as a consumer product, and Juniper disclaims any express or implied warranty of fitness for such uses. You are solely responsible for backing up programs and data to protect against loss or corruption. JUNIPER WARRANTY OBLIGATIONS DO NOT INCLUDE INSTALLATION, REINSTALLATION, CONFIGURATION, OR MAINTENANCE SERVICES OF ANY KIND.

17. DISCLAIMER OF WARRANTIES. JUNIPER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, APPROVED SOURCES, RESELLERS, DISTRIBUTORS, SUPPLIERS, SUBLICENSEES, AND AGENTS ("DISCLAIMING PARTIES") HEREBY DISCLAIM ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, THE JUNIPER PLATFORM, OR ANY OTHER EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. EXCEPT FOR THE EXPRESS WARRANTIES AND

REMEDIES SET FORTH IN THE PRODUCT WARRANTY POLICY, TO THE EXTENT PERMITTED BY LAW, THE SOFTWARE AND THE JUNIPER PLATFORM EACH ARE FURNISHED, AND ANY SERVICES PROVIDED BY JUNIPER IN CONNECTION THEREWITH ARE PERFORMED, "AS IS" AND WITH ALL FAULTS. JUNIPER SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY'S UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY OF YOUR TRANSMISSION(S) OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED USING THE SOFTWARE OR ANY JUNIPER PLATFORM, ANY INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, DESTRUCTION, OR USE OF RECORD. JUNIPER DOES NOT WARRANT THAT THE SOFTWARE OR JUNIPER PLATFORM IS FREE OF INACCURACIES, ERRORS, BUGS, VIRUSES, HACKERS, INTERRUPTIONS, OR OTHER HARMFUL COMPONENTS OR PROGRAM LIMITATIONS. AS BETWEEN YOU AND JUNIPER, THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE, THE JUNIPER PLATFORM, OR ANY RELATED SERVICES, REMAINS WITH YOU, WHO ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY ANY OF THE FOREGOING, FOR ANY ACT OF GOD, INTERNET BLACKOUT (OR BROWNOUT), YOUR IMPROPER APPLICATION ARCHITECTURE OR IMPLEMENTATION, ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSMISSION(S) ENTERED THROUGH THE SOFTWARE. EXCEPT FOR THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THE PRODUCT WARRANTY POLICY, JUNIPER DISCLAIMS ALL CONDITIONS, REMEDIES AND WARRANTIES IN AND TO THE SOFTWARE AND THE JUNIPER PLATFORM (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

- 18. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ANY OF THE DISCLAIMING PARTIES BE LIABLE FOR ANY CAUSE OR ACTION OR CLAIM, HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE FOR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR OTHER DATA, COST OF COVER OR OTHER PROCUREMENT OF SUBSTITUTE GOODS, ANY OTHER PECUNIARY LOSS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, HYBRID, OR CONSEQUENTIAL DAMAGES INCURRED IN CONNECTION WITH, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE SOFTWARE, ANY UPDATE THERETO, THE JUNIPER PLATFORM, OR ANY RELATED SERVICES, OR THE FAILURE TO PROVIDE FULL OR ADEQUATE SOFTWARE SUPPORT OR MAINTENANCE SERVICES, EVEN IF ANY OF THE DISCLAIMING PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE CUMULATIVE LIABILITY OF THE DISCLAIMING PARTIES IN CONNECTION WITH ANY AND ALL CAUSES OF ACTION

AND ALL THEORIES OF LIABILITY WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING, WITHOUT LIMITATION, PRODUCT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (I) ONE HUNDRED US DOLLARS (\$100) FOR ALL JUNIPER SOFTWARE LICENSED TO YOU OR JUNIPER PLATFORMS SOLD TO YOU; OR (II) THE PRICE PAID TO JUNIPER FOR LICENSE RIGHTS TO THE SOFTWARE WHICH GAVE RISE TO THE CLAIM. YOU SHALL DEFEND, INDEMNIFY AND HOLD JUNIPER HARMLESS FROM AND AGAINST ANY LIABILITY, DAMAGES, LOSS OR COST (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO ANY DISPUTE, LAWSUIT, ADMINISTRATIVE HEARING, ARBITRATION OR SETTLEMENT BASED ON ANY CLAIM BY ANY PARTY OTHER THAN YOU RELATING TO YOUR VIOLATION OF THIS AGREEMENT OR USE OF THE SOFTWARE (INCLUDING ANY UPDATE THERETO) OR THE JUNIPER PLATFORM. JUNIPER HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY STATED ABOVE. THOSE DISCLAIMERS AND LIMITATIONS REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES, AND THEY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

19. Compliance with Laws; Export Requirements.

- a. You shall comply with all applicable laws and regulations in connection with Your movement and Use of the Software.
- b. You shall not re-export or transfer in country the Software or any portion of it, or any non-published materials or information furnished in connection with the Software or with Maintenance Services without first obtaining all licenses, permits and authorizations under US and any other applicable laws and regulations that export, re-export, transfer in country, use or importation of the Software. Without limiting the foregoing, You warrant, represent and agree that You do not intend and You will not (i) use or permit anyone else to use the Software for or in connection with any Prohibited Activity; (ii) transport, deliver or transmit the Software to, or Use the software in Cuba, Iran, North Korea, Sudan, Syria or the Crimean region; (iii) grant access to any Software to another person, entity or organization located in Cuba, Iran, North Korea, Sudan, Syria or the Crimean region; or (iv) transport, deliver or transmit the Software to a Sanctioned Party, as defined below (or grant any such Sanctioned Party access to the Software).
- c. Juniper may without liability or breach suspend warranty support and/or Maintenance Services if and so long as Juniper has reason to believe that such suspension is necessary to avoid violation of any applicable law or regulation.
- d. As used herein, "Prohibited Activity" means any of the following: (i) any activity in violation of applicable law, (ii) (A) the design, development, fabrication or testing of nuclear weapons or nuclear explosives; (B) the design, construction, fabrication, or operation of facilities for the chemical processing of irradiated special nuclear or source material, for the production of heavy water, for the separation of isotopes of special nuclear material or for the fabrication of nuclear reactor fuel containing plutonium; (C) the design, development, production of or use of rocket or missile systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems (including cruise missile

systems, target drones and reconnaissance drones); or (D) the design, development, production, stockpiling, or use of chemical or biological weapons, or precursors, or (iii) engage in any activity in violation 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 or for reading text messages or where use is made of targeted surveillance of internet use (e.g., by means of monitoring centers and lawful interception gateways).

- e. As used herein, “Sanctioned Party” means a party identified on the US Bureau of Industry and Security (BIS) Entity List, Denied Persons List, Unverified List or the US Office of Foreign Asset Control (OFAC) Specially Designated Nationals list (“SDN List”) (or a party 50% or more controlled by anyone such SDN List), or any other party on any component list of the Comprehensive Screening List (<https://www.export.gov/article?id=Consolidated-Screening-List>).

20. Indemnity

- a. **Obligations.** Juniper shall indemnify and defend, any suit brought against You to the extent that it is based upon a claim that System sold to You infringes any third-party United States patent, copyright, trademark, or trade secret (“IP Claims”) and will pay all damages and costs that a court finally awards against You as a result of such claim; provided, that You: (a) within thirty (30) days of becoming aware of such claim: (i) gives Juniper written notice of such claim within thirty (30) days of becoming aware of such claim, and (ii) furnishes Juniper with a copy of each communication, notice or other document relating to the claim; (b) gives Juniper complete control of the defense and settlement of such claim; and (c) gives all reasonable information and assistance in the defense or settlement of such claim at Your expense.
- b. **Remedy.** Should System become, or in Juniper’s opinion, likely become the subject of an IP Claim, Juniper, at its option, may either: (a) procure for You the right to continue using the System, or (b) replace or modify the System to make it non-infringing provided material functionality is maintained. If, in Juniper’s sole opinion, neither of the foregoing alternatives is commercially reasonable, Juniper will grant You a refund of the purchase price of the relevant System depreciated on a five-year straight-line basis provided that You, at Juniper’s option, either returns the System to Juniper or certifies destruction of the System.
- c. **Exclusions.** Juniper shall have no obligation or liability from and You shall indemnify Juniper against, any claim of infringement which is based, in whole or in part, upon (a) the combination, operation or use of the System with any hardware, software or service supplied by a party other than Juniper; (b) any alteration or modification of the System which is not pre-approved by Juniper in writing; (c) any non-Juniper branded hardware, software, or service; (d) any specifications, designs or instructions provided to Juniper by or on behalf of You; (e) Your failure to promptly implement an update or modification to the System (e.g., install a Supported Release) provided by Juniper; or (f) use of the System

in a manner other than which it was designed or in a manner other than as specified by Juniper. Juniper shall not be obligated or responsible for any settlement entered into or damages arising from admissions by You without Juniper's prior written consent.

THE INFRINGEMENT INDEMNITY SET FORTH IN THIS SECTION STATES JUNIPER'S ENTIRE LIABILITY AND OBLIGATION AND YOUR SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

- 21. Commercial Computer Software.** The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement and the License Entitlement.
- 22. Embedded Third Party Software.** Any licensor of Juniper whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were Juniper. To the extent portions of the Software are distributed under and subject to open source licenses obligating Juniper to make the source code for those portions publicly available (such as the GNU General Public License ["GPL"] or the GNU Lesser General Public License ["**LGPL**"]), Juniper will make those source code portions (including Juniper modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. You may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>. Open source information and information on contacting Juniper can be found at <https://www.juniper.net/customers/support/>.
- 23. Standalone Third Party Software.** If Juniper makes third party software available for its end users without being embedded in Juniper proprietary Software, such third party software shall be subject to this Agreement (including the Software Specific License Addendum, if any). In addition, certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s).
- 24. Governing Law.** This Agreement shall be exclusively interpreted and governed by the laws of the State of California without reference to conflict of law principles. The Parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.
- 25. Venue.** For any disputes arising out of or in connection with this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, except that Juniper may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by Your. If the jurisdiction that You are incorporated in will not recognize and enforce the judgment of a California court, You agree that any controversy or claim arising out of or relating

to this Agreement, or a breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three, the place of arbitration shall be Santa Clara County, California, U.S.A., and the language of the arbitration shall be English. Any award of the arbitral tribunal shall be final and binding on the Parties. The arbitral award may be enforced in any court of competent jurisdiction. Nothing in this clause shall preclude a Party from seeking interim equitable relief or orders for interim evidence preservation in any court of competent jurisdiction to prevent irreparable injury to a Party's claim, or to Juniper in the event of an actual or possible breach of confidentiality, intellectual property, or proprietary rights provisions in this Agreement. Any such application to a court shall not be considered demonstrating an intention to act inconsistently in any way with the agreement to settle disputes by arbitration in accordance with the preceding clause.

- 26. Force Majeure.** Except for Your unauthorized Use of Software and payment of any outstanding license fees, neither Party shall be responsible for any failure or delay for only so long as its failure to or delay in performance is due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("**Force Majeure**"), provided that such Party gives prompt written notice thereof to the other Party and uses its diligent efforts to resume performance. Either Party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.
- 27. Separate Signed Agreements.** If You and an authorized representative of Juniper have signed a valid separate written agreement governing Your Use of any or all Software licensed from Juniper, then with respect to that Software that signed agreement shall take precedence solely to the limited extent it is inconsistent with the applicable provision(s) of this Agreement.
- 28. Complete Agreement; Modifications.** This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Software, including any Update thereto, the Juniper Platform, and any related services. This Agreement shall supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either Party to the other. Except as otherwise provided in this section, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of each Party. If the Parties have signed a separate agreement pertaining to Your rights and duties regarding the Software, the Juniper Platform, or any services, then that written agreement shall control if there is any conflict between it and this Agreement.
- 29. Severability.** If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be prohibited or unenforceable, the Parties shall have ten (10) business days to renegotiate each such provision in good faith. If the Parties are unable to do so, then such provision shall be deemed narrowed to the broadest term permitted and shall be enforced as so narrowed. If any such provision is nevertheless deemed by such arbitrator or court to be unlawful,

void, or unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of any remaining provision of, this Agreement.

- 30. Notification.** Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in a writing. Notices to Juniper Networks (US), Inc. shall be mailed to 1133 Innovation Way, Sunnyvale, CA 94089 USA attn.: EULA Notices. Notices to Juniper Networks International B.V. shall be mailed to Juniper Networks International B.V., Boeing Avenue 240, 1119 PZ Schiphol-Rijk, Amsterdam, The Netherlands, attn.: Legal Department. Notices to Juniper Networks (U.K.) Limited shall be mailed to Building 1 Aviator Park, Station Road, Addlestone, Surrey, K15 2PG, United Kingdom, attn.: Legal. Notices to Juniper Networks Australia Pty Ltd shall be mailed to Level 6, 60 Miller Street, North Sydney NSW 2060, Australia. Notices to Juniper Networks Solution India Private Limited shall be mailed to 503, 504, 5th Floor Copia Corporate Suites, Plot No. 9, Non Hierarchical Commercial Centre, Jasola Vihar, New Delhi-110 044, India, attn.: Legal. All notices to Juniper shall include Your name, contact name, address and email address. Notices to You will be sent by email to the contact email address associated with Your account for access to Juniper's Customer Support Center at www.juniper.net/customers/support. If You have no such account, then notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for the Approved Source from which You acquired the Software license.
- 31. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement shall be effective unless it is in writing and signed by the Party granting the waiver.
- 32. Order of precedence.** In the case of a conflict between any documents referenced in this Agreement that is not expressly resolved in the documents, the terms will control in the following order: (1) the License Entitlement, including the terms and conditions of the SSLA (if any); (2) this EULA; (3) the Product Warranty Policy; (4) the Juniper quote, and (6) any other documents, policies or website content linked in this EULA and hereby incorporated by reference.
- 33. Translations.** This EULA and the Software have been written in the English language, and the Parties agree that the English version shall govern and prevail over any other translated version of the EULA. The translations of the EULA have been provided for Your convenience at <https://www.juniper.net/support/eula/>.