

# Enhanced Limited Lifetime Warranty

## EX2200, EX2300, EX3200, EX3300, EX3400, EX4200, EX4300, EX6200

### **Warranty Start Date:**

“Start Date” as used in this policy means (i) the date this product is shipped from the manufacturing facilities of Juniper Networks, Inc. (“Juniper Networks”), or (ii) in the case of resale by an authorized Juniper Networks distributor, the date not more than ninety (90) days after original shipment of this product by Juniper Networks. or (iii) in the case of Juniper Certified Pre-Owned (“JCPO”) product, the date JCPO product is shipped from the JCPO authorized reseller. .

### **Covered Hardware:**

“Covered Hardware” means Juniper Networks EX2200, EX3200, and EX4200 systems purchased after December 31, 2010; and EX2300, EX3300, EX3400, EX4300 and EX6200 systems.

### **Enhanced Limited Lifetime Hardware Warranty:**

Juniper Networks warrants for the sole benefit of the original end user purchaser of the Covered Hardware (“Customer”) that Covered Hardware will be free from defects in material and workmanship commencing on the Start Date and for as long as Customer continues to own or use the Covered Hardware; provided that the fan and power supply warranty is limited to 5 years from the Start Date.

In the event of discontinuance of manufacture of the Covered Hardware, the Juniper warranty support is limited to 5 years from the announcement of the discontinuance. For products sold through Juniper Certified Pre-owned Program that has passed Last Order Date, warranty is limited to 12 month from Start Date (or until EOS whichever is earlier) and a replacement will be provided within twenty (20) business days after receipt of the product at a Juniper Networks Repair Center.

This product warranty extends only to the original purchaser (“Customer”) of the Hardware from an authorized Juniper Networks reseller or Juniper Networks, itself. In the event that Juniper Networks receives notice during the warranty period that any Covered Hardware does not conform to its warranty, Customer’s sole and exclusive remedy, and Juniper Networks sole and exclusive liability, shall be for Juniper Networks, at its sole option, to either repair or replace the non-conforming Covered Hardware in accordance with this limited warranty. Covered Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper Networks. Juniper Networks will use commercially reasonable efforts to SHIP the replacement hardware within one (1) Business Day of Juniper Networks’ RMA (defined below) from a central Juniper depot location. The Customer’s replacement request must be received and Juniper Networks RMA issued by 3 pm local time at the JTAC facility handling the request; otherwise the request will be considered as received on the next Business Day. Actual delivery times may vary depending on the customer location and Juniper shipping depot location. As used herein, “Business Day” means Monday through Friday (time zone of the JTAC facility), excluding holidays observed at that JTAC facility.



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## **Limited Lifetime Software Update Entitlement:**

In addition, throughout the period that it warrants the Covered Hardware Juniper Networks shall make available to Customer for use solely on the Covered Hardware such updates of the Software as it may release for general availability, provided that availability of software and updates shall be subject to the standard Juniper End of Life/End of Support guidelines, as posted and in effect on the date that from time to time; provided, further, that updates shall be subject to the terms of the version of the Juniper Networks form End User License Agreement ("EULA") applicable to Junos operating system embedded software and in the form posted on Juniper's public website as of the date that the update is retrieved or delivered to the Customer. (Note: as of January 2011, the URL for the EULA revision that is current as of January 2011 is <http://www.juniper.net/support/eula.html>.) This is not applicable for products sold through Juniper Certified Pre-owned Program that has passed Last Order Date,

## **Restrictions:**

No warranty will apply if the Covered Hardware or Software (i) has been altered, except by Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Covered Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Juniper Networks disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper Networks warranty obligations do not include installation support. Software update entitlement under this Enhanced Limited Lifetime Warranty shall not cover any features licensable separately regardless of whether the implementation of such feature is included (in dormant form or otherwise) in the Software as originally embedded on the Covered Hardware originally purchased by Customer. Juniper Networks may condition availability of Hardware replacements or repairs, of JTAC Technical Services and of Software updates on Juniper Networks' determination that furnishing such items and support services to Customer shall not violate US or other applicable export or import control laws. Notwithstanding anything to the contrary, no warranty shall apply beyond the published End of Support date for Hardware or Software as described in the [Juniper Networks End of Life Policy and Procedure](#). JCPO product may be subject to additional restrictions.

## **Dead on Arrival ("DOA"):**

For up to thirty (30) days from the Start Date, Juniper Networks will provide expedited replacement of affected field replaceable units of Covered Hardware that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Covered Hardware's technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Covered Hardware performance. A new field replaceable unit will be shipped from Juniper Networks' manufacturing facilities within two (2) business days of Juniper Networks' receipt and validation of customer's notification of an inoperative unit. Notification must be sent by customer via online procedures set forth below. Defective Covered Hardware must be returned within thirty (30) days of failure, or customer pays purchase price of replacement Covered Hardware. Non-U.S. customers should allow for additional transit time due to international customs clearance. JCPO products that are sold after the published Last Order Date (as defined in the [Juniper Networks End of Life Policy and Procedure](#)) are excluded from this expedited DOA replacement coverage.

## **Hardware Return Procedures:**

Any defective item can only be returned if it references a return material authorization ("RMA") number issued by authorized Juniper Networks service personnel. To request an RMA number, customer must contact Juniper Networks Technical Assistance Center ("JTAC") via the online resource available at the URL: <http://www.juniper.net/support>. JTAC will only assist customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance except the first 90 days. Telephone calls to JTAC will not be accepted unless the customer has purchased a valid Juniper Networks service contract that is in effect as of the time of the call. The RMA

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number must be included on the outside carton label of the returned item. Transportation costs, if any, incurred in connection with the return of a defective item to Juniper Networks shall be borne by customer to the in-country location, if available. Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional, the customer shall pay any transportation cost. If Juniper Networks determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be paid by customer.

### **Limited 90-day access to Technical Support:**

For up to ninety (90) days from the Start Date, Juniper Networks will provide access to technical support engineers on a 24 x 7 basis for troubleshooting issues related to the hardware or software covered by this limited warranty.

### **Disclaimer:**

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### **Limitation of Liability:**

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL JUNIPER NETWORKS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, HYBRID, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF JUNIPER NETWORKS OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. IN ADDITION, JUNIPER NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO JUNIPER NETWORKS, WHETHER UNDER WARRANTY OR NOT.

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990240 March 1<sup>st</sup> 2017