

SCALE ON DEMAND TERMS

These Scale on Demand Terms (the “Terms”) between Juniper and Company are governed by the terms and conditions of the Juniper Purchase and License Agreement between the Parties (the “Agreement”). Notwithstanding the terms and conditions of the Agreement, the Parties agree to add the following Scale on Demand (as defined below) language to the Agreement:

1. Scale on Demand Licensing: Company may participate in scale on demand licensing and add additional Software license capacity over time as needed (“**Scale on Demand**”). In Juniper’s Scale on Demand licensing model, Company shall purchase either Subscriptions or Perpetual Licenses for Software in advance of actual Use of the Software. However, if Company needs to Use additional capacity before the next Software license is purchased, then Company may do so and purchase the increased capacity license within ninety (90) days of Use of any additional capacity. Company shall purchase capacity that meets or exceeds its existing Use. No partial capacity purchases will be allowed. No credits or refunds will be issued for Use of less capacity than specified in any Software license purchased. Under the Scale on Demand licensing model, some Hardware products will require a minimum amount of Software to be purchased. Company shall purchase Support Services separately for all Scale on Demand Perpetual Licenses (as well as separate Support Services for any underlying Hardware). The Scale on Demand licensing model requires license management and reporting, as described in Section 2 (License Compliance Management) below.
2. License Compliance Management: Company must track its Use of Juniper Software. Such tracking shall be managed by a Juniper-provided license tracking mechanism available through Juniper Cloud services (e.g., Juniper Support Insights on the Juniper Support Portal, J-Cloud and/or Mist) or another method mutually agreed upon in writing by the Parties, which in any event must be deployed within ninety (90) days of Company’s initial purchase of Subscriptions or Perpetual Licenses for Software under these Terms.
3. Verification: Juniper may audit the Software in Use by Company and its Affiliates on a quarterly basis or more frequently in the event that (a) Juniper has reasonable cause to believe a violation of the terms of these Terms has occurred or (b) the license tracking mechanism referenced in Section 2 is not deployed within the timeframe set forth therein. Company will promptly, but in no event later than thirty (30) days after the date of Juniper’s written communication to Company setting forth in reasonable detail the results of its audit, order required entitlements for any Use in excess of Company’s entitlements, as well as applicable taxes, as may be determined as a result of such audit. Such orders shall be paid for in accordance with the terms of the Agreement. Any such audit will be conducted during regular business hours in accordance with a schedule mutually agreed to by the Parties at Company’s and its Affiliates’ facilities and will not unreasonably interfere with Company’s or its Affiliates’ business activities. Juniper reserves the right to Use the data generated by the tracking methodology referenced in Section 2 (License Compliance Management) in any such audit. In the event that Juniper’s audit determines that Company’s actual Use exceeds its reported Use by more than five percent (5%), Company shall be responsible for Juniper’s reasonable costs incurred in connection with its conduct of such audit.
4. General: Unless otherwise defined in these Terms, all terminology has the same meaning as defined in the Agreement. In the event of a conflict between the Agreement and these Terms, the latter will prevail. All other terms and conditions of the Agreement remain unchanged, valid and binding.