IMPORTANT -- READ THIS AGREEMENT BEFORE ACCESSING OR USING ANY JUNIPER HARDWARE, SOFTWARE, CLOUD SERVICES OR SERVICES.

YOU SHALL HAVE NO RIGHT TO ACCESS OR USE ANY JUNIPER PRODUCTS OR SERVICES UNLESS (I) YOU RECEIVED SUCH PRODUCTS OR SERVICES FROM JUNIPER OR ANOTHER APPROVED SOURCE AND (II) YOU CONSENT TO BE BOUND BY ALL TERMS OF THIS AGREEMENT, WHICH CONSENT IS EVIDENCED BY ANY OF THE FOLLOWING: CLICKING A BOX INDICATING ACCEPTANCE; ACCESSING OR USING JUNIPER PRODUCTS OR SERVICES; OR EXECUTING AN AGREEMENT OR ORDER FORM THAT REFERENCES THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "COMPANY" AND/OR "END USER" (AS APPLICABLE) IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE JUNIPER PRODUCTS OR SERVICES.

MASTER PURCHASE AND LICENSE AGREEMENT

This Master Purchase and License Agreement (the "**Agreement**") is entered into between Juniper and the party accepting these terms ("**Company**" or "**End User**") (each individually, a "**Party**", and collectively, the "**Parties**"), and consists of the General Terms and Conditions set forth below, the Online Policies, Guidelines and Procedures, and the following Schedule(s) and/or Special Terms attached to the General Terms and Conditions, all of which are incorporated, as applicable, into this Agreement by this reference:

- Channel Schedule: Terms and Conditions Applicable to resellers only;
- End User Schedule: Terms and Conditions Applicable to End Users only;
- Glossary: The glossary of defined terms; and
- Special Terms: Supplemental terms and conditions applicable to specific transactions, including, but not limited to, Agency Terms, System Integrator Terms, or Federal Terms.

GENERAL TERMS AND CONDITIONS

1. Scope. These General Terms and Conditions ("**GTC**") set forth terms and conditions for the purchase and/or licensing of Hardware, Software, Services, and/or Cloud Services by the Company during the Agreement Term.

2. Precedence. In the event of any conflict, the following documents that are listed higher in order have precedence and apply in place of any substantially similar terms and conditions of a document lower in the order:

- The GTC and the Glossary;
- The terms and conditions of the applicable Schedule;
- The terms and conditions of any applicable Special Terms;
- The terms and conditions of an attachment to one of the above;
- The terms and conditions of Descriptive Content; and
- The terms and conditions of any Online Policies, Guidelines and Procedures.

3. Term. This Agreement is effective from the date of Company's acceptance (the "**Effective Date**") and will have an initial term until the twelve (12) months immediately following the Effective Date ("**Initial Term**"). After the Initial Term, this Agreement shall automatically renew for successive one-year terms ("**Renewal Term**") (collectively, the "**Agreement Term**"); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days' notice to the other party, that the Agreement will terminate at end of the then current-term.

4. Transactional Terms.

The following terms apply as indicated within the applicable Schedule(s).

a) <u>Payment</u>. All payments due hereunder must be made net thirty (30) days from the date of invoice. Juniper may require other payment arrangements and may further require a credit check. Unless otherwise stated herein, payments shall be made in U.S. dollars. Accounts past due are subject to a monthly charge of 1.5% or the maximum amount permitted by law, whichever is less, based on the outstanding overdue balance.

b) <u>Ordering</u>. Company must comply with the Purchase Order Requirements. Company's non-compliance with the Purchase Order Requirements may result in Juniper's rejection of Company's Purchase Order. Juniper will confirm its ability to meet Company's requested delivery dates or propose alternative dates. The planned delivery date is referred to as the "**Scheduled Delivery Date**."

c) <u>Cancellations and Rescheduling</u>. Unless revisions are required by Juniper, Company may not cancel, reschedule, or otherwise modify Purchase Orders, in whole or in part, less than thirty (30) days prior to the Scheduled Delivery Date. Should a request for a cancellation or rescheduling received thirty (30) days or less prior to the Scheduled Delivery Date be approved by Juniper (in its sole discretion), the Hardware, Software, Cloud Services and/or Services will be subject to an order cancellation charge equal to ten percent (10%) of the purchase price.

d) <u>Delivery</u>. Except for purchases made indirectly through Authorized Resellers, Company understands and agrees that the terms below in this Section, as supplemented by the additional delivery terms posted in the Shipping Terms Exhibit as set forth at https://www.juniper.net/Shipping-Terms-Exhibit (the "**Shipping Terms Exhibit**"), are the sole and exclusive terms of delivery and supersede all additional or inconsistent terms of any Purchase Order or other ordering document.

e) <u>Taxes</u>. All prices payable under this Agreement are exclusive of Taxes and are paid net of any applicable withholding tax. The Company shall be responsible for paying Taxes arising from purchases of Hardware, Software, Cloud Services and/or Service. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper prior to invoicing. The Company shall: (i) promptly notify Juniper if its exemption is revoked or modified; (ii) render reasonable assistance to Juniper by promptly providing valid tax receipts and other required documentation of the payment of any withholding taxes; (iii) promptly provide any applications for reduced tax rates; and (iv) promptly notify and assist Juniper in any audit or tax proceeding, related to transactions hereunder; (v) comply with all applicable tax laws and regulations; and (vi), fully indemnify, defend and otherwise pay or reimburse Juniper for all costs and damages related to any liability incurred by Juniper as a result of the Company's non-compliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other Party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments.

5. Company Affiliates. Company guarantees the payment and performance of and shall remain liable for, and shall defend and indemnify Juniper against, any and all acts or omissions in violation of the terms of this Agreement by any Affiliate of the Company. If at any point during the Agreement Term, any Affiliate of the Company no longer meets the definition of an Affiliate, such Affiliate shall no longer be able to purchase under the terms of this Agreement.

6. Confidentiality

a) Scope. "Confidential Information" means all information disclosed, directly or indirectly, to the other party (the "**Receiving Party**") and labeled as confidential or proprietary, stated at the time of oral disclosure to be confidential or proprietary, or by the nature of the information and the circumstances of the disclosure, the Receiving Party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fault of the Receiving Party; (ii) is known to the Receiving Party at the time of receipt, as evidenced by the Receiving Party's records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) is independently developed, as evidenced by contemporaneous records by the Receiving Party without use of or reference to such Confidential Information.

b) Protection. The Receiving Party will use a reasonable degree of care to maintain all Confidential Information to accomplish the purposes of this Agreement or as otherwise agreed in writing by the disclosing Party. The Receiving Party will not disclose to any third party nor use Confidential Information for any unauthorized purpose. The Receiving Party may only disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement; and (ii) in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed, provided the Receiving Party, to the extent legally permissible, gives sufficient notice to the disclosing party to enable the disclosing party to take protective measures. Except as otherwise expressly set forth in this Agreement, no rights or licenses to intellectual property in Confidential Information is granted by either Party under this Agreement, whether express, implied or otherwise, to the other Party. The obligations imposed on the Receiving Party shall survive the expiration or termination of this Agreement.

c) Injunctive Relief. In the event of a threatened or actual breach of this Section 6, the non-breaching party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other available remedies.

7. Data Protection. All data collected, processed, and/or used in connection with this Agreement is subject to the Juniper Privacy Policy. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of End User Data as described in the User Guides and/or the applicable Documentation. To the extent End User Data includes Personal Data, as defined in the Data Protection Agreement ("**DPA**") located at https://www.juniper.net/us/en/privacy-policy/customer-dpa/, the terms of the DPA are hereby incorporated by reference and shall apply.

8. Intellectual Property. Subject to the express rights and licenses granted by Juniper in this Agreement, Company acknowledges and agrees that: (i) any and all intellectual property rights in or to the Hardware, Software, Services, and/or Cloud Services are the sole and exclusive property of Juniper or its licensors; (ii) Company shall not acquire any ownership interest in any such intellectual property rights under this Agreement; and (iii) if Company acquires any intellectual property rights in or relating to any product or Services sold or licensed under this Agreement

(including any rights in any derivative works or patent improvements relating thereto), by operation of Law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Juniper, without further action by either Party.

9. Company's Indemnity

a) Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or agents, 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 the following (whether actual or alleged): (i) fraud, misrepresentation, gross negligence, willful misconduct, or breach of or noncompliance with any provision of this Agreement; (ii) any false or inaccurate representation regarding an export license or the applicability or inapplicability of a license requirement or exception; (iii) violation of any applicable Laws, including without limitation any customs, export control, or sanctions laws or regulations; and/or (iv) any obligation for which Company maintains insurance.

THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, ITS EMPLOYEES, OR AGENTS.

b) Notwithstanding anything to the contrary set forth above in this Section, (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 this Agreement, without the prior written consent of the Indemnitee.

10. Intellectual Property Indemnity

a) <u>Obligations</u>. Subject to Section 11 below and the provisions of this Section 10, Juniper shall indemnify and defend any suit brought against Company to the extent that it is based upon a claim that a Juniper Hardware, Software, Service, and/or Cloud Service sold or licensed to Company under this Agreement infringes any third-party United States patent, copyright, or trademark ("**IP Claims**") and will pay all damages and costs that a court finally awards against Company as a result of such claim; provided, that Company: (i) as soon as possible but in any event within thirty (30) days of becoming aware of such claim (whether or not a claim has been filed): (1) gives Juniper written notice of such claim, and (2) furnishes Juniper with a copy of each communication, notice or other document relating to the claim; (ii) gives Juniper complete control of the defense and settlement of such claim; and (iii) gives all reasonable information and assistance in the defense or settlement of such claim at Company's expense. It is incumbent on Company to provide notice to Juniper as soon as it becomes aware of any potential claim, in order for Juniper to mitigate any potential damages.

b) <u>Remedy</u>. Should a Juniper Hardware, Software, Service, and/or Cloud Service become, or in Juniper's opinion, likely become the subject of an IP Claim, Juniper, at its option, may either: (i) procure for Company the right to continue using the Juniper Hardware, Software, Service, and/or Cloud Service, or (ii) replace or modify the allegedly infringing item 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 Company a refund of the purchase price of the relevant Hardware, Software, Service, and/or Cloud Service depreciated on

a five-year straight-line basis provided that Company, at Juniper's option, either returns the Product to Juniper, certifies the destruction thereof, or ceases to use the Service.

c) <u>Exclusions</u>. Juniper shall have no obligation or liability for, and Company shall indemnify Juniper and its Affiliates against, any claim of infringement which is based, in whole or in part, upon (i) the combination, operation or use of the Hardware, Software, Service, and/or Cloud Service with any hardware, software or service supplied by a party other than Juniper; (ii) any alteration or modification of the Hardware, Software, Service and/or Cloud Service which is not pre-approved by Juniper in writing; (iii) any non-Juniper hardware, software, or service; (iv) any specifications, designs or instructions provided to Juniper by or on behalf of Company; (v) Company's failure to promptly implement an update or modification to the Hardware, Software and/or Service (e.g., install a Supported Release) provided by Juniper; or (vi) use of the Hardware, Software, Service and/or Cloud Service in a manner other than which it was designed or in a manner other than as specified by Juniper; or (vii) any circumstance for which Company is obligated to indemnify any Indemnitee. Juniper shall not be obligated or responsible for any settlement entered into or damages arising from admissions by Company without Juniper's prior written consent.

THE INFRINGEMENT INDEMNITY SET FORTH IN THIS SECTION STATES JUNIPER'S ENTIRE LIABILITY AND OBLIGATION AND COMPANY'S SOLE REMEDY FOR CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, AND/OR OTHER INTELLECTUAL PROPERTY RIGHTS.

11. Limitation of Liability

IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, INDEMNIFICATION. THOSE RESULTING FROM THE USE OF HARDWARE, SOFTWARE, SERVICES, AND/OR CLOUD SERVICES PURCHASED HEREUNDER, OR THE FAILURE OF HARDWARE, SOFTWARE, SERVICES, AND/OR CLOUD SERVICES TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. JUNIPER SHALL NOT HAVE ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY (OTHER THAN FOR JUNIPER'S SUBCONTRACTORS).

JUNIPER'S AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND/OR SALE OR LICENSING OF HARDWARE, SOFTWARE, SERVICES, AND/OR CLOUD SERVICES SHALL BE LIMITED TO THE GREATER OF $100,000 OR THE AMOUNT PAID BY COMPANY FOR THE HARDWARE, SOFTWARE, SERVICES, AND/OR CLOUD SERVICES IN THE TWELVE MONTHS PRECEDING THE CLAIM IN QUESTION UP TO A MAXIMUM OF $2,000,000.

12. Warranty Disclaimer. Except as expressly set forth in this Agreement, and to the extent permitted by applicable Law, Juniper (on behalf of itself and its Affiliates) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARD TO THE HARDWARE, SOFTWARE, SERVICES, AND CLOUD SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ALL WARRANTIES ARISING FROM COURSE OF DEALING,

USAGE, OR TRADE PRACTICE, AND ALL WARRANTIES THAT THE HARDWARE, SOFTWARE, SERVICES, OR CLOUD SERVICES WILL MEET THE REQUIREMENTS OF COMPANY OR ANY OTHER PERSON OR ENTITY, BE AVAILABLE OR OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, PRODUCT, OR SERVICE.

13. Termination

a) Termination for Convenience. Except for End Users, 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 Purchase Orders that include Hardware, Software, and/or Cloud Services, that are accepted and shipped to, delivered to, or received by Company as of the date of termination. If Company terminates this Agreement, then Company will not be entitled to a refund or credit for any months remaining for any purchased Services. In the event that, following the termination of this Agreement and prior to the execution of any subsequent purchase or license agreement between the Parties, Company places Purchase Orders and Juniper accepts such Purchase Orders, then any such Purchase Orders shall be governed by the terms and conditions of this Agreement notwithstanding the earlier termination of this Agreement; provided, however, that acceptance by Juniper of any such Purchase Order will not be considered an extension of the term of this Agreement nor a renewal thereof.

b) Termination for Breach. If either Party breaches a provision of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach from the other Party, then the non-breaching Party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 30 days but is capable of cure, the breaching party shall not be in default if, within 30 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time to cure the breach before being in default. Juniper shall be entitled to all such sums as are due in accordance with this Agreement for the delivered Hardware, Software, and Cloud Services, as well as Services performed and rendered up to the date of termination, such sums due and payable in accordance with the Agreement.

c) Survival of Provisions. With the exception of Section 10 above, the terms of the GTC shall survive termination hereof for any reason.

14. Services Suspension and Termination Rights. Except for Cloud Services, Juniper may suspend any unpaid Services with thirty (30) days' notice to the Company. Where the Company continues to be in default, Juniper may in addition to any other remedy, terminate those Services with or without notice to Company (or to any End User) in which case, Juniper will have no liability for ceasing the Services.

15. Miscellaneous

a) Governing Law. This Agreement shall be interpreted and governed by the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convention on Contracts for the International Sale of Goods, the application of which is hereby excluded. For any disputes arising out of 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.

b) Compliance with Laws; Export Requirements.

Company and its personnel shall always comply with the Compliance Rules.

In the course of Company's purchase, resale, or use (as applicable) of Hardware, Software, Cloud Services and/or Services, Company shall comply strictly with all export and import laws. In addition, Company shall fulfill the additional duties regarding export and import controls and trade sanctions as described in the applicable sections of the Export Notes attached as part of the Shipping Terms Exhibit (https://www.juniper.net/assets/us/en/local/pdf/additional-resources/juniper-networks-shipping-terms-exhibit.pdf.)

Company shall not directly or indirectly export, re-export, transfer, divert, release, or import Hardware, Software, Cloud Services and/or Services, to any other person or entity (nor make any use thereof) except with all required government approvals, permits, and licenses or as otherwise permitted under U.S. and other applicable Laws. Without limiting the foregoing, Company shall not export or re-export, directly or indirectly, any Hardware, Software, Cloud Services and/or Services to any Group E country (currently Syria, Cuba, Iran, North Korea) (Supp 1 to EAR Part 740) or the region of Crimea.

c) Force Majeure. Except for Company's payment obligations contained herein, neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, provided such Party promptly notifies the other Party in writing of such event.

d) Assignment. Company may not assign or delegate or otherwise transfer its licenses, rights, or duties under this Agreement except with the prior written consent of Juniper. Any attempted prohibited assignment will be void. Juniper may assign, sub-contract or delegate any or all of its rights and/or its obligations under this Agreement to any Affiliate of Juniper without the consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

e) Notices. Any notices related to this Agreement must be in writing and sent by registered mail or receipted courier service, in the case of: (i) Juniper, to the Address Details; and (ii) the Company, to the address provided by the Company. Juniper may permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.

f) Audit. Company will maintain accurate and legible records for a period of three years after the termination or expiration of the Agreement, and will grant to Juniper, or its designee, reasonable access to and copies of, any information reasonably requested by Juniper to verify compliance with the terms of this Agreement.

g) Severability; Remedies; Waiver. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provided herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.

h) No Third-Party Beneficiaries. With the exception of Section 2 (e) of the End User Schedule, this Agreement does not constitute a third party beneficiary contract and, unless expressly and specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party hereto, and no such person or entity shall have any license, right, or claim in connection with this Agreement.

i) Guidelines and Policies. Juniper may at any time modify any Online Policies, Guidelines and Procedures effective when posted to the applicable site, provided that no such modification shall affect the provision of

Hardware, Software, Cloud Services and/or Services under any Purchase Order accepted by Juniper prior to the effective date of such modification. By ordering Hardware, Software, Cloud Services and/or Services under this Agreement, Company understands that it is bound by Juniper's then-current version of its Online Policies, Guidelines and Procedures.

j) Entire Agreement; Amendment. The terms and conditions contained in the Agreement, including the GTC and applicable Schedule(s), any Special Terms, Attachments, Online Policies, Guidelines and Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of the Parties.

16. The English Version of Agreement Governs

The English language version of this Agreement constitutes the entire understanding and contract between the Parties and supersedes all prior agreements, commitments or representations between the Parties, whether oral or written, as well as any downloaded or translated version of this Agreement, whether or not such downloaded or translated version is signed (including by digital or other electronic means) by either Party. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

END USER SCHEDULE

(Applies to all of End User's purchases of Hardware, Software, Cloud Services and/or Services for internal use)

1. Scope of Agreement. This End User Schedule is between Juniper and the End User that licenses the right to use the Software and/or access the Cloud Services, and purchases the Hardware and/or Services as part of a solution (collectively, "**Juniper Solutions**"), either (i) directly from Juniper, and/or (ii) indirectly through Authorized Resellers, solely for internal use and not for resale. The applicable sections below will govern the licensing and/or purchase of the applicable Juniper Solutions.

2. Terms for all Juniper Solutions

a) Transactional Terms. Section 4 of the GTC applies to direct Orders only and does not apply to End User orders from an Authorized Reseller.

b) Pricing. Unless purchasing or licensing via an Authorized Reseller, or as otherwise negotiated on a deal by deal basis and set forth in a Quote or Purchase Order acknowledgement, the purchase price for the Hardware, Software, Cloud Services, and/or Services is as set forth in Juniper's then current price list effective at the time an End User Purchase Order is accepted by Juniper.

c) Use of Third Party Products / Applicable Terms. For non-Juniper branded products and/or services delivered in connection with this End User Schedule, such third-party products and/or services shall be separately governed and licensed by the applicable third-party product and/or services terms and conditions. Such third-party terms and conditions shall supersede this End User Schedule for non-Juniper branded products and/or services. For

the avoidance of doubt, the third-party supplier of non-Juniper branded products and services shall be solely responsible for support, warranties, indemnities and other terms and conditions applicable to such products and services.

d) <u>End of Life / End of Service</u>. Juniper will provide End of Life ("**EOL**") and End of Service ("**EOS**") notifications to End User for discontinued Hardware, Software, Cloud Services, and/or Services, either directly or through an announcement posted on the Juniper website, in accordance with Juniper's EOL/EOS Policies.

e) <u>Third Party Licensors</u>. To the extent that Juniper has embedded any third party software or components in any Juniper Solution, that third party licensor may enforce its license rights against the End User under the terms of this Agreement.

f) <u>End of Entitlement</u>. Upon cessation of the right to Use of Software or Cloud Services, End User shall promptly permanently delete, destroy or return all copies of the Software and any Confidential Information to Juniper, and End User shall, provide written certification that it has complied with this paragraph 2(f), if requested by Juniper.

3. Specific Terms for Hardware

a) <u>Hardware Warranty Policy</u>. The terms and conditions of the Juniper Product Warranty are available at https://support.juniper.net/support/warranty/.

b) <u>Title Transfer</u>. If End User decides to transfer title to its Juniper Platform, then it must remove all Software and/or Embedded Software before transferring title. All transferred Juniper Platforms and subsequent Software licensing are subject to the Service and Support Inspection and Reinstatement Policy.

4. Specific Terms for Services

a) <u>Support Services (Maintenance Services, Advanced Services, Education Services)</u>. The following terms in this Section constitute the End User Support Agreement ("**EUSA**") as referred to in the applicable Descriptive Content.

    i. <u>Service Term</u>. Subject to Juniper's acceptance of a valid Purchase Order from End User or an Authorized Reseller, the term of the applicable Service Contract will begin on: (1) the date of Purchase Order acceptance if the Purchase Order does not include the associated Hardware (if any) or the Service Contract is for Software only; (2) the date the Hardware is deemed delivered by Juniper if the Purchase Order for the Service Contract includes associated Hardware; or (3) the date as agreed to in writing between the Parties (including as quoted by Juniper and listed in the Purchase Order), if any, in which event such date shall supersede any date determined under (1) or (2).

    ii. <u>Renewal Term</u>. The start date of the Service Contract following the initial Services term of the Services (and any subsequent renewal terms) will begin on the day after the immediately preceding Service Contract expired.

    iii. <u>Renewal Process</u>. Subject to then applicable EOL/EOS Policies, no less than sixty (60) days prior to the expiration of the initial and subsequent Service Contract term, a notice of expiration and a Quote for the fees for the new Service Contract term will be provided by Juniper to End User or an Authorized Reseller. If End User wishes to purchase further Services, then End User shall provide a Purchase Order to Juniper or an Authorized Reseller, as per the Quote, to match the quotation on or before the expiration date of the then-current Service Contract term. Upon Juniper's receipt of such Order, End User or an Authorized Reseller placing the Order shall be invoiced in accordance with the terms of this End User Schedule.

iv. <u>Subcontracting</u>. Juniper may subcontract with, or assign to, its Affiliates or other third parties the obligations for performance of any Services.

v. <u>Descriptive Content</u>. Scope and details of Support Service-specific terms are specified in the applicable Descriptive Content that is attached to or referred to in a Schedule or Quote, or is made available through the then-current Juniper website. The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated by reference into the Purchase Order.

vi. <u>True Up</u>. End User must promptly True Up any unpurchased Support Services rendered by Juniper.

b) <u>Professional Services</u>. End User may request on an "as-needed", non-exclusive basis Professional Services. Where Juniper agrees to provide such Professional Services the Parties will mutually agree on a SOW, which shall include at a minimum: (i) a reasonably detailed description of the project or Professional Services to be performed; (ii) a schedule and completion date; (iii) the position description of who will perform the applicable Professional Services; (iv) an acceptance procedure for the Professional Services rendered; (v) a compensation and payment schedule; and (vi) the identity of the End User who will receive the benefit of the Professional Services. Where the Professional Services are provided to End User through an Authorized Reseller, the Authorized Reseller will deliver such services under a SOW as agreed between End User and such Authorized Reseller.

i. <u>End User Obligations</u>. End User: (1) shall be responsible for the accuracy and completeness of the information End User provides to Juniper; (2) agrees to provide all necessary direction and cooperation to enable Juniper to provide the Professional Services; and (3) agrees to provide instructions in a manner reasonably requested by Juniper and Juniper shall be entitled to act on any such instructions, whether provided verbally, electronically, or in writing by a person known to Juniper and that Juniper reasonably believes to be authorized to act on End User's behalf or End User's designee.

ii. <u>Juniper Obligations</u>. Juniper: (1) will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information provided by End User, or if End User does not provide adequate access to its employees, agents, and other representatives necessary for Juniper to perform the Professional Services; and (2) represents and warrants that the Professional Services will be provided in a professional and workmanlike manner and performed in accordance with generally accepted industry standards; and (3) will be solely responsible for securing suitably trained and experienced personnel to perform Professional Services hereunder.

5. Specific Terms for Software and Cloud Services

a) <u>License and Right to Use</u>. Subject to the terms and conditions of this End User Schedule, Juniper grants End User a non-exclusive, non-transferable (subject to Section 5 b) below): (i) license to Use the Software, and (ii) right to Use the Cloud Services, during the License Term and/or Subscription Term, as applicable, for up to the Licensed Units. Licenses or rights to Use the Software and/or Cloud Services that are not expressly granted in this End User Schedule shall not arise by implication or otherwise and are hereby expressly reserved. End User shall have no right or license in the Software, nor a right to Use the Cloud Services, unless End User rightfully acquired the Software or purchased the right to Use the Cloud Services from an Approved Source. Unless expressly authorized by Juniper, Use of the Software and/or Cloud Services may not exceed the Licensed Units for such Software and/or Cloud Services.

b) <u>General Restrictions</u>. Unless expressly authorized by Juniper, or except to the extent transfer may not be legally restricted under applicable Law, End User shall not sublicense, transfer, or assign, whether voluntarily or by operation of law, any right or license in or to the Software and/or Cloud Services to any other person or legal entity, including an End User Affiliate, even if End User transfers title to the Juniper Platform or when a lease to any Juniper Platform ceases. Any such attempted sublicense, transfer, or assignment shall be void. Further, End User shall not: (i) directly or indirectly, decompile, disassemble, reverse engineer, modify, unbundle, detach or separate any part of or embed within, or create derivative works based on, any Software and/or Cloud Services; (ii) sell, resell, rent or lease any Software and/or Cloud Services; (iii) unless expressly authorized by Juniper, make any copies of Software and/or Cloud Services except as reasonably necessary for archival and "cold" back-up purposes, but not for failover or "warm" back-up purposes; (iv) remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files, notices, disclaimers, marks, or labels included in or on the Software and/or any Juniper Platform as delivered by Juniper or any Juniper Authorized Reseller; and (v) Use or allow Use of the Software or Cloud Services in violation of any applicable Law or to support or facilitate any illegal activity.

c) <u>Fulfillment Email and License Activation</u>. To download purchased Software, or Use Cloud Services, End User must register with Juniper by name as the end user of the Software or Cloud Services. Juniper will send a Fulfillment Email to End User's email that is registered with Juniper or as provided by the End User on the Purchase Order. Juniper shall not be liable for acts and omissions of the Authorized Reseller, including but not limited to, the Authorized Reseller's failure to include End User's proper email address on the Purchase Order to Juniper. The Fulfillment Email will provide End User, or the Authorized Reseller, with details on how to activate and Use the Software or Cloud Services that End User has purchased.

d) <u>Subscription Term</u>. The applicable Subscription Term will be listed in the SKU. The Subscription start date will commence on the date of the Fulfillment Email. The Subscription will end at the expiration of the Subscription Term. Unless agreed to in writing, the Subscription will not automatically renew. For any new Subscription: (i) new Subscriptions can be purchased at any time, provided that such purchases are not for retroactive coverage; and (ii) upon End User's timely renewal of a Subscription, the start date of End User's renewed Subscription Term will be the day following the expiration of its then-current Subscription Term.

e) <u>Expired Subscription Renewals</u>. For all Subscriptions that have lapsed: (i) Subscription renewals will be backdated to the day following the end of the expired Subscription term; and (ii) after a thirty (30) day lapse, access to the Software and/or Cloud Services may be disabled, Cloud Service functionality may be reduced or limited to read only access, and/or End User's right to Use will be revoked. If access is disabled due to a lapse of thirty (30) days, then End User must purchase a new Subscription to resume the Cloud Service. Expired Subscription renewals are subject to the Service and Support Inspection and Reinstatement Policy.

f) <u>Non-Commercial Purposes/Trial Terms</u>. Software or Cloud Services that are licensed for non-commercial purposes, including but not limited to trial, demonstration, education, or for End User's internal testing and lab purposes ("**Non-commercial Purposes**") are provided by Juniper "AS IS WITH ALL FAULTS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REMEDIES and shall be offered free of charge until the earlier of: (i) cancellation of the free trial of Software or Cloud Services in Juniper's sole discretion and without notice; (ii) expiration of the free trial of Software or Cloud Services, time-limited by Juniper under additional trial terms; (iii) if applicable, the Client Software, is no longer a supported release under an active Service Contract under the terms of this End User Schedule or, to the extent applicable, an accepted agreement for Software

support and Maintenance Services between End User and Juniper; or (iv) the start date of any purchased Software or Cloud Services ordered by End User. In no event shall Juniper have any obligation to continue nor any obligation to renew any Software License or Cloud Service Subscription used for Non-commercial Purposes. Software and/or Cloud Services that have been licensed for Non-commercial Purposes shall not be Used in a production environment. Additional trial terms and conditions may appear on an applicable Juniper registration web page. Any such additional terms and conditions are incorporated into this End User Schedule by reference and are legally binding.

g) Federal Government End User Provisions. The Software and Cloud Services herein constitute "commercial items" and include "commercial computer software" and "commercial computer software documentation." Pursuant to Federal Acquisition Regulations 12.211 and 12.212 or Defense Federal Acquisition Regulation Supplement 227.7102-1 and 227.7202-3, as applicable, and Department of Defense transactions DFAR 252.227-7015, as applicable, the U.S. Government shall have only the license rights in technical data, computer software, and computer software documentation specified in this Agreement, and no Authorized Reseller may agree to grant End User any rights in Juniper's technical data inconsistent with this Agreement. Any provisions within this Agreement that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Juniper to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

h) Data Protection.   In connection with End User's use of Software and/or Cloud Services, Juniper collects and uses Processed Data in accordance with the Juniper Privacy Policy. By using the Software and/or Cloud Services, End User agrees to allow Juniper to collect and use Processed Data as contemplated in this Agreement.

i) Software Warranty and Performance. The terms and conditions of the Juniper Product Warranty applicable to Software are available at https://support.juniper.net/support/warranty/. During the Subscription Term, Juniper will provide the Cloud Services with commercially reasonable care in material conformance with the Documentation and Descriptive Content.

6. Supplemental terms for Software

a) Scope. The terms in this Section apply solely to End User's licensing of Software.

b) Software Use. End User may Use the Software on any device that supports it, EXCEPT: (i) Software under an Embedded Software License; (ii) for operating system Software that is licensed and purchased separately from the Juniper Platform, which, assuming such operating system Software is under an effective warranty or Maintenance Services agreement, may only be Used on a replacement Juniper Platform (obtained from Juniper or an Authorized Reseller) in the event of a Hardware failure (with prompt written notice to Juniper); (iii) for Software and its Updates that End User accesses through a Commercial Cloud Service provider acting as an Authorized Reseller or other Juniper-authorized Commercial Cloud Service provider, in which case End User shall be entitled to access and Use only such Software Instance(s) as may be provisioned for End User in the Commercial Cloud Service environment and End User's right to Use shall be solely through the Commercial Cloud Service; or (iv) as otherwise agreed to in a written amendment to this End User Schedule or as set forth in any custom terms between the Parties).

c) <u>Software Updates</u>. Juniper grants End User a license and right to use, solely during the Perpetual License term or Subscription Term, Updates made available as part of Maintenance Services contracted for such Software license or Juniper Platform (for Embedded Software Licenses and its associated Feature Set Licenses), for up to the Licensed Units. Each Update, if any, shall be subject to the same terms and conditions as the Software to which such Update pertains.

d) <u>Source Code</u>. In the limited event that licensed Software includes source code, such source code is provided for reference purposes only unless expressly licensed otherwise by Juniper or its licensors.

e) <u>Perpetual Licensing</u>. Subject to End User's compliance with the terms of this End User Schedule, Software with a Perpetual License will be licensed to End User for a perpetual License term. The perpetual License term will commence on the date that: (i) for Embedded Software or bundled Software with a Hardware component, the Hardware component is delivered; or (ii) in all other cases, Juniper sends End User the associated Fulfillment Email.

f) <u>License Compliance Management</u>. End User shall track its Use of Juniper Software in order to True Up unlicensed use and/or use of a specific Juniper Licensing model. Such tracking may be managed by: (i) the Juniper Agile Licensing ("**JAL**") License Manager tool; (ii) a successor tool provided by Juniper; or (iii) by End User's manual tracking.

g) <u>Java Trademark Guidelines</u>. End User must: (i) comply with the Java Trademark Guidelines; (ii) not do anything harmful to, or inconsistent with, the rights of the Java Rightsholder; and (iii) assist the Java Rightsholder in protecting and restoring its rights, to the extent that the Software contains Java.

h) <u>Use of Software with Third Party Cloud Services</u>. End User's right of access and Use of the Software as part of a third party cloud service is subject to the ongoing validity and compliance with the applicable third party cloud service terms of use imposed by the third party cloud service provider. Termination, suspension, or unavailability of the third party cloud service is at End User's own risk and End User acknowledges that Juniper shall have no liability or duty arising out of any such termination, suspension or unavailability. For purposes of clarity, if End User uses the Software with a Juniper Cloud Service, then such Cloud Service will be subject to Section 7 of this Schedule below.

7. Supplemental terms for Cloud Services

a) <u>Cloud Service Subscriptions</u>. If End User purchases Cloud Services, Juniper will provide End User with a Subscription for non-perpetual Cloud Services, that includes Support Services as defined in the applicable CSD. Juniper reserves all rights, title and interest in and to the Cloud Services, including all related intellectual property rights. No rights are granted to End User hereunder other than as expressly set forth herein.

b) <u>End User's Responsibilities</u>. End User shall: (i) require its Users' compliance with this End User Schedule; (ii) if applicable, be solely responsible for the accuracy, quality, integrity and legality of End User Data and of the means by which End User acquired End User Data; (iii) prevent unauthorized Use of the Cloud Services, and notify Juniper promptly both orally and in writing of any such unauthorized Use; (iv) Use the Cloud Services only in accordance with the User Guides, CSDs, and applicable Laws; (v) obtain any and all third party consents necessary for the use and processing of End User Data in connection with Cloud Services as contemplated in this Agreement; (vi) if applicable, maintain the supported release of the Client Software and also maintain the Juniper Hardware and/or Software, if any, connected with the Cloud Service under the terms of the applicable

Descriptive Content; and (vii) Use the Cloud Services with only appropriately licensed and/or Juniper approved third party software and technology. If the Cloud Service is made available as a feature of a Juniper Solution, the Juniper Solution(s) is/are not provided as a part of the Cloud Service and must be purchased separately from Juniper or an Authorized Reseller. Unless the Cloud Service is a security Cloud Service, to the extent that the Cloud Service includes security features and functionalities, End User will not rely on the Cloud Service as End User's network's sole, complete, or timely source of protection from network security threats, including but not limited to, Malicious Code.

c) Additional Cloud Service Restrictions. End User shall not: (i) authorize or allow any person's or entity's direct or indirect access to the Cloud Services (or Use the Cloud Services) other than a User or Users acting for End User's sole benefit in furtherance of End User's internal business operations; (ii) Use the Cloud Services with third party products other than those for which the Cloud Services were purchased or otherwise intended to be used with the Cloud Services, as provided by Juniper in any of the applicable Documentation; (iii) Use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) Use the Cloud Services to store or transmit Malicious Code (except to the extent that the Cloud Services include malware scanning, security screening or other threat detection features, such as the option for End User to submit custom threat feeds); (v) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein; (vi) attempt to gain unauthorized access to the Cloud Services or their related systems or networks; (vii) permit any third party to access the Cloud Services except as permitted herein; or (viii) allow any individual, entity or organization to gain access to the Cloud Service if End User knows, or has reason to believe, that such individual, entity or organization is (or is acting on behalf of) either: (1) any individual, entity or organization identified as a sanctioned party on any list maintained and published by the U.S. Department of Treasury, Office of Foreign Asset Control, or on any similar list of sanctioned parties published by an agency of the US, the EU or any member country of the EU; or (2) an entity or organization 50% or more controlled, directly or indirectly, by a party so listed.

Juniper reserves the right, without liability, to disable End User's access to the Cloud Services in the event of any material breach by End User or its Users or anyone on End User's behalf, of the provisions set forth in this Section.

d) Network Connection. End User shall be solely responsible for procuring and maintaining End User's network connections and telecommunication links from End User's systems to Juniper's servers from which the Cloud Services are accessed. End User shall be solely liable for problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to End User's network connections or telecommunications links, or internet connection.

e) Cloud Service Subscription Activations. For Cloud Services that are purchased as part of a Juniper Solution that includes Hardware, or purchased as standalone Cloud Services, the Subscription Term begins upon delivery of the Fulfillment Email to End User.

f) Cloud Service Subscription Cancellations. Pre-paid Subscriptions to Cloud Services are non-cancellable and non-refundable unless such cancellation is due to Juniper's uncured breach of these terms of this End User Schedule, in which case End User shall be entitled to a pro-rata refund taking into account the remaining term of such Cloud Services at the time of such cancellation.

g) <u>Cloud Services Provided Through Software</u>. Depending upon the Cloud Service purchased, as described within the applicable User Guides, the Cloud Services may be provided through licensed Software which is subject to the End User Software licensing terms in this End User Schedule.

h) <u>Descriptive Content</u>. The scope and details of Cloud Service-specific terms are specified in the applicable Descriptive Content that is attached to or referred to in a Schedule and/or Quote or is made available through the then-current Juniper website. The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated by reference into the Purchase Order.

GLOSSARY

A. Definitions applicable to the General Terms and Conditions

"<u>Address Details</u>" means the Juniper corporate address as set forth at https://www.juniper.net/us/en/contact-us/corporate-counsel/, but does not include any email address (if listed).

"<u>Advanced Services</u>" means the resident engineer services and resident consulting services, as well as other services posted at https://support.juniper.net/support/guidelines/ and provided by Juniper.

"<u>Affiliate</u>" 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 shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

"<u>Agreement</u>" has the meaning set forth in the Preamble.

"<u>Agreement Term</u>" has the meaning set forth in Section 3 of the GTC.

"<u>Authorized Reseller</u>" means a reseller of Juniper Hardware, Software, Services and/or Cloud Services that sells Juniper Hardware, Software, Services and/or Cloud Services contracts to End Users pursuant to a valid contract with Juniper to conduct such resale activities.

"<u>Business Partner Code of Conduct</u>" means the code of conduct which is located and accessible at http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf.

"<u>Channel Schedule</u>" means the terms and conditions applicable to Authorized Resellers only.

"<u>Cloud Services</u>" means online services provided over the Internet by Juniper to which Sections 5 and 7 of the End User Schedule applies.

"<u>Codes</u>" means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines or references that Juniper makes available to Company from time to time.

"<u>Company</u>" means the Party referenced in the Preamble purchasing and/or licensing Hardware, Software, Services and/or Cloud Services from Juniper hereunder.

"Compliance Rules" means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; and (c) any Codes.

"Confidential Information" has the meaning set forth in Section 6 of the GTC.

"CSD" or "Cloud Service Description" means a Cloud Service Description, including but not limited to: the incorporated Support Services with any Cloud Service, Juniper's obligations in providing the Cloud Service, and Cloud Service specific privacy and data protection information posted at http://www.juniper.net/support/guidelines.html and referencing this Agreement as governing terms for the Cloud Services described therein.

"Descriptive Content" means materials, documentation, and information that describes the Hardware, Software, Services, and/or Cloud Services as made available by Juniper from time to time, and includes "Data Sheets," "Service Description Document(s)," or "Cloud Service Description(s)".

"Documentation" in any form whatsoever, means any Juniper manuals, materials, guides, specifications, tables, charts, diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for training or education purposes and includes any updates, changes, or derivatives of any of the foregoing.

"DPA" has the meaning set forth in Section 7 in the GTC.

"Education Services" means training and education services provided by Juniper.

"Effective Date" has the meaning set forth in Section 3 in the GTC.

"End User" means the person or organization that originally purchases, leases or licenses Hardware, Software, Services and/or Cloud Services from Juniper or an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.

"End User Data" means all information submitted by Company to Juniper and may include third party data that Company submits to Juniper.

"End User Schedule" means the terms and conditions applicable to End Users only.

"Hardware" means the physical components of Juniper's equipment delivered in connection with this Agreement.

"Indemnitees" has the meaning set forth in Section 9 of the GTC.

"IP Claims" has the meaning set forth in Section 10 of the GTC.

"Juniper " means, if Hardware, Software, Services and/or Cloud Services are shipped, rendered, delivered or deployed by Juniper or an Authorized Reseller to a location in: (a) North America, Central America or South America, Juniper Networks (U.S.), 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 where a location is not listed above, Juniper Networks International B.V., and in the case of on-site Services, exclusively means the local Juniper Contracting Entity.

"Juniper Contracting Entity" means the Affiliate of Juniper that is the Juniper signatory to the Statement of Work.

"Juniper Privacy Policy" means the Juniper Privacy Policy posted at the following URL: https://www.juniper.net/us/en/privacy-policy/.

"Laws" means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.

"Maintenance Services" means the technical support services and maintenance provided by Juniper as fully described in the applicable SDD or CSD.

"Onboarding Information" means information that Juniper provides to the Company (as updated from time to time) for the purposes of transacting under this Agreement and, in the case where Company provides information to Juniper, may include End User Data.

"Online Policies, Guidelines and Procedures" means, without limitation, any policies, guidelines, or procedures, that are applicable to any Hardware, Software, Cloud Services, and Services, or that are referenced in this Agreement and that are posted at Juniper's website, www.juniper.net.

"Party" and "Parties" have the meaning set forth in the Preamble.

"Professional Services" means plan, build, migration and optimization services set forth in a Statement of Work.

"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.

"Purchase Order Requirements" means the Purchase Order Requirements located at https://partners.juniper.net/partnercenter/sales/product-ordering/.

"Preamble" means the terms and conditions contemplated before Section 1 of the GTC.

"Quote" means a Juniper quotation issued to the End User or the Authorized Reseller.

"Receiving Party" has the meaning set forth in Section 6 of the GTC.

"Schedule" means the Channel Schedule and/or the End User Schedule attached to these General Terms and Conditions.

"SDD" or "Services Description Document" means a Services Description Document posted at http://www.juniper.net/support/guidelines.html and referencing this Agreement as governing terms for the services described therein.

"Services" means collectively Maintenance Services, Advanced Services, Education Services, and Professional Services.

"Shipping Terms Exhibit" has the meaning set forth in Section 4 of the GTC.

"Special Terms" has the meaning set forth in Section 2 of the GTC.

"Software" means the Juniper machine-readable object code and accompanying activation keys, if any, made available under this Agreement, whether incorporated in the Hardware (e.g., firmware) or delivered

separately, and includes Software Releases and any Updates of that Software the End User is entitled to through Maintenance Services.

"Software Release" means a new production version of the Software.

"Statement of Work" or "SOW" means the scope and details of customized Professional Services documented in a mutually agreed to Statement of Work entered into in connection with this Agreement.

"Supported Release" means the version of the Software and certain prior versions of the Software as set forth in Juniper's then current EOL/EOS Policies.

"Tax" or "Taxes" means all taxes, levies, imposts, all custom duties, tariffs, import fees, fines or other charges of whatsoever nature however imposed by any jurisdiction, country or any subdivision or authority thereof in any way connected with this Agreement or any instrument or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes as are imposed on or measured by a Party's net income or property.

"Update" is defined in the Service Description Document that pertains to the Maintenance Services purchased or included with the Software, as applicable.

B.   **Definitions applicable to the End User Schedule**

"Approved Source" means Juniper or an Authorized Reseller.

"Client Software" means the portion of the Software which enables End User to access, manage or utilize the Cloud Service.

"Commercial Cloud Service(s)" means a service offered and administered by Juniper, or an authorized third party, whereby End User may without downloading or otherwise taking delivery of a copy of the Software use and access Instances of Software running in a virtual machine environment resident in a networked cloud facility or group of facilities.

"Embedded Software" means the operating system Software pre-installed on the Juniper Platform, and is required for the proper functioning of the Juniper Platform and/or for the proper functioning of the cloud services purchased in connection with the Juniper Platform.

"Embedded Software Licenses" means the limited right to Use the Embedded Software and included in the purchase of the Juniper Platform but does not include the right to Use Separately Licensable Features and may not be used in excess of the Licensed Units identified in the SKU for the Juniper Platform. Embedded Software Licenses are Perpetual unless the Juniper Hardware is leased or provided for demonstration purposes, in which case the Embedded Software License term shall follow the lease term or demonstration period and shall terminate automatically upon the expiration of the lease term or demonstration period.

"Embargoed Region" means a country or region subject to comprehensive embargo under US or Netherlands law or regulation or that is classified under US Export Administration Regulations (EAR) as a Group E:1 or E:2 country (see US EAR Supplement No. 1 to Part 740). Regions qualifying under this definition of Embargoed Region as of January 2018 include Cuba, Iran, North Korea, Syria, and the region of Crimea.

"End User Data" means all information submitted by End User to the Cloud Services and may include third party data that End User submits to the Cloud Services.

"EOL/EOS Policies" means policies and guidelines published at https://www.juniper.net/support/eol/# pertaining to product end of life notifications, last order date, end of engineering support, end of support, and like product end of life milestones for Juniper Hardware, Software, Services, and/or Cloud Services.

"Feature Set License" means the limited right to Use solely the certain set of features and functionalities of the Software as described in the Fulfillment Email and SKU, regardless of whether any additional feature or functionality is unlocked and thus accessible to End User in the Software. Feature Set Licenses may also be combined with other Juniper Software licenses.

"Fulfillment Email" means the email document that confirms the End User's purchase of the Software Licenses and/or the Cloud Service for the associated Subscription Term, SKU(s) and, if applicable, contains the activation code or license key, respectively for Software Licenses and/or the Cloud Service, and may be sent by Juniper to (a) the End User directly; or (b) the Authorized Reseller transacting with the End User.

"Instance" means each time the Software runs on any device.

"Java Rightsholder" means Oracle America, Inc.

"Java Trademark Guidelines" are available at http://www.oracle.com/us/technologies/java/java-licensing-logo-guidelines-1908204.pdf.

"Juniper Platform" means any Juniper-provided, but not any third-party-provided, Hardware.

"Juniper Solutions" has the meaning set forth in Section 1 of the End User Schedule.

"License Metric" means a unit of measurement that restricts the scope of use of the Software (e.g., Feature Set License, Instance, Network Element or Node, Session Socket or CPU Socket or Throughput or any other unit of measurement set forth in a SKU) or Fulfillment Email).

"License Term" means the period of time that the Software is licensed to be Used by End User, subject to the terms and conditions of this Agreement.

"Licensed Units" mean a number of units under a License Metric that limits the Use of the licensed Software or use of the Cloud Services (e.g. 10M, 50 Nodes, 1000 Sessions or any other units under a License Metric set forth in a SKU or Fulfillment Email) as set forth in the Fulfillment Email.

"Malicious Code" means viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any identifying information or other metadata associated with them, such as suspected malicious website, URL, or IP addresses.

"Network Element" or "Node" means a physical or virtual device that is recognizable by the Software as a unique device that the Software may directly or indirectly administer, monitor, manage, provision, or configure.

"Non-commercial License" means Software that is used for Non-commercial Purposes.

"Non-commercial Purposes" has the meaning set forth in Section 7.

"Perpetual License" means a license that continues until the first to occur of termination by Juniper or End User's violation of any term or condition of this Agreement, unless such violation is waived in writing by Juniper, and does not include a Subscription License or a Non-commercial License.

"Processed Data" means information about End User's devices or systems generated or otherwise provided in connection with End User's usage of the Cloud Service, as well as any network management information or configuration data generated or otherwise provided from the use of End User's Processed Data with the Cloud Service.

"Separately Licensable Features" means specific features and functionalities of the Software that may only be Used if a Feature Set License is obtained and such features and functionalities are expressly set forth in a SKU) or Fulfillment Email.

"Session" means a stateful information exchange connection established for communication between two devices through a gateway.

"Service and Support Inspection and Reinstatement Policy" means Juniper's Service and Support Inspection and Reinstatement Policy that can be accessed at https://support.juniper.net/support/pdf/guidelines/990222.pdf.

"Service Contract" means a contract for Support Services provided directly by Juniper to the End User as more fully described in the relevant Services Description Document ("SDD") or Cloud Services Description ("CSD") posted at http://www.juniper.net/support/guidelines.html (and any reference to the 'End User Support Agreement or 'EUSA' in a SDD or CSD is a reference to the applicable terms and conditions within this Schedule), and itemized in a Quote and/or Purchase Order as applicable.

"SKU" means a stock-keeping unit or unique identifier for each distinct product and service that can be purchased and any summary description of such product or service associated therewith.

"Socket" or "CPU Socket" means a mechanical component that provides electrical connectivity between a microprocessor and a printed circuit board.

"Subscription" means a license to Use the Software and/or Cloud Services with accompanying Maintenance Services solely during a fixed Subscription Term, unless terminated earlier by Juniper pursuant to the terms and conditions of this Agreement.

"Subscription Term" means the period of time during which a Software subscription or Cloud Services subscription is active, as set forth in the Fulfillment Email.

"Support Services" means collectively Maintenance Services, Advanced Services, and Education Services.

"Throughput" means the maximum possible bits of inbound data traffic capable of being processed per second by an Instance of Software. A Throughput license may not be split across multiple Instances. Throughput licenses will be identified in the SKU description and Fulfillment Email in units of megabits per second (Mbps or M), gigabits per second (Gbps or G), or terabits per second (Tbps or T).

"True Up" means an End User accounting and payment for all deployments or Use of unpurchased or unlicensed Juniper Hardware, Software, Services and/or Cloud Services.

"Update" is defined in the Service Description Document that pertains to the Maintenance Services purchased or included with the Software, as applicable, and any End User rights to Use apply only to the: (a) active or deployed Update; or (b) then-current Update.

"Use" and "Used" means, in the case of: (a) Software, to install, utilize, access, activate, or view the Software in executable form; or (b) Cloud Service, to access or consume that Cloud Service.

"User Guide" means the online user guide, technical guide, data sheets, and/or CSD for the Cloud Services, accessible via a Juniper designated website as updated from time to time.

"Users" means individuals who: (a) are authorized by End User to use on End User's behalf the Software or Cloud Services for which Subscriptions have been purchased by End User or as part of a free trial; and (b) include, without limitation, end users, employees, consultants, contractors and agents with which End User transacts business.