

# JUNIPER NETWORKS GRAY MARKET PRODUCT REINSTATEMENT POLICY

#### Overview

This document describes the Juniper Networks, Inc. ("Juniper") policy for Juniper's End Users and authorized resellers ("Partners") who seek to purchase support services contract for Juniper products that are considered "Gray Market" products, as described herein.

# **Gray Market Definition**

The Gray Market includes new, used and refurbished Juniper products that have been sourced or sold outside of Juniper authorized channels. Juniper authorized channels include Juniper sales directly to an End User or Juniper sales to an End User directly from a Juniper authorized channel partner. A list of Juniper authorized channel partners can be found at our Partner Locator or by contacting Juniper local sales office. Please note that Juniper Partner Locator only includes Select and Elite level partners.

# **Juniper Warranty**

Juniper product warranties are non-transferable and extend only to the original purchaser of the hardware from an authorized Juniper Networks reseller or Juniper Networks, itself. Products purchased from the Gray Market are not eligible for Juniper warranty services, regardless of what an unauthorized reseller may advertise. For more information on Juniper's warranty, please review the terms and conditions of Juniper's Product Warranty Policy.

## Juniper Support Services Reinstatement Requirements

Juniper support services contracts are non-transferrable. When a product is sold on the Gray Market, any previous support services contract that a previous owner purchased will not transfer from that original owner. For more information, please refer to the Juniper Purchase and License Agreement.

Products purchased on the Gray Market may be eligible for new Juniper support services contract. However, Juniper reserves the right to terminate or deny service coverage, at its discretion, if it determines that products were purchased outside of Juniper's authorized channels. For End Users who would like to purchase a new support services contract for Gray Market products, Juniper requires the following:

## **Basic Eligibility:**

- Juniper will not reinstate products purchased from the Gray Market if the products are:
  - Damaged or Inoperable;
  - Reached Last Order Date (LOD)

- End of Life (EOL) or End of Support (EOS)
- Deemed lost, stolen, counterfeit, or otherwise traded in violation of applicable laws.

## **Required Product Inspection and Inspection Fee:**

- All equipment that requires an inspection must be inspected and deemed to be in good operating condition before it will be eligible for coverage on a Juniper support services contract. The product inspection is conducted to check that (a) the equipment has been maintained in adherence to the support services procedures detailed in the product technical documentation supplied with the equipment upon initial sale; and (b) the software installed is a currently supported release.
- Before Juniper will quote for support services, owners who have purchased product from the Gray Market must provide written proof that they have (a) agreed to pay all associated fees include Inspection Fee, Reinstatement Fee, JUNOS Re-Registration Fee; and (b) the Gray Market products have passed Juniper's inspection for each eligible product.
- To move forward with the inspection, End Users or Partners need to provide the following information to Juniper: (a) an inventory of hardware to be inspected; (b) serial numbers of all Field Replacement Units (FRU), such as chassis, Physical Interface Cards (PIC), Flexible PIC Concentrators (FPC), and line cards; (c) list of commands output to be collected for chassis and system; (d) invoices proving proof of purchase; and (e) pictures of the devices. Additionally, all possible cards must be installed in the chassis to be inspected and the equipment must be powered up prior to perform the inspection.

### **Inspection Fee:**

- Inspection fees will be charged at then current published rates on Juniper Networks Global Price List. Inspection fees include: (a) labor required to perform inspection; (b) visual inspection of system through pictures including all FPCs, line cards and PICs; (c) verification of installation of any mandatory engineering changes; (d) collection and verification of serial numbers; (e) system power up and operation of network interfaces; and (f) verification of operating software revision.
- If the hardware fails the inspection or turns out to be inoperable, End Users or Partners still have to pay for the inspection fee. Any software and hardware compatibility, upgrade recommendation, replacement of defective hardware, update or upgrade of software, and software license fees are not included as part of the inspection process. All of these would be at an additional cost, above and beyond the initial inspection fees.

## Reinstatement Policy under Required SW License Re-Registration Fee and Purchase:

- Juniper Networks software is only licensed to the original purchaser and the license is non-transferable or assignable without written permission from Juniper. Except to the extent a transfer may not be legally restricted under applicable law, license and right to Use the embedded JUNOS operating system software must be purchased. All JUNOS software licenses are subject to the Juniper Purchase and License Agreement. Please check the JUNOs software license re-registration fee pricing on the then current Juniper Networks Global Price List.
- For Juniper software that is sold separately from hardware on the then current Juniper Networks Global Price List, the software license must be purchased as new.

#### **Support Services Contract Reinstatement Fee:**

To reinstate products purchased on the Gray Market, Juniper requires a reinstatement fee, which is equal to one (1) year of the then current Juniper Care Core Plus (or PSS Return-to-Factory) support contract for the specific hardware product.

The Inspection Fee, JUNOS Re-Registration Fee, and Reinstatement Fee are non-refundable and do not apply to the purchase of the new support services contract.

#### Limitations

For the initial term of a support services contract, Juniper will begin stocking local depots with FRU replacements upon the Juniper Networks support services contract start date. Until the depots are stocked, Juniper will use commercially reasonable efforts to meet the replacement delivery obligations in the support services contract. The average lead time is 5 days for an End User with a Juniper Core Plus support services contract, 30 days for a U.S. based End User with Same-Day 2-Hour, Same-Day Onsite, Next-Day Onsite support services contract, and 60 days for a non-U.S. End User with Same-Day 2-Hour, Same-Day, Same Day Onsite, Next-Day, or Next-Day Onsite support services contract.

If you have further questions, please contact Juniper Services Business Manager, Services Partner Manager or Juniper Renewal team in your theater.

AMER: renewals@juniper.net EMEA: emearenewals@juniper.net

APAC: APAC CS Renew@juniper.net CALA: cala-renewals@juniper.net

# **About Juniper Networks**

At Juniper Networks, we are dedicated to dramatically simplifying network operations and driving superior experiences for End-Users. Our solutions deliver industry-leading insight, automation, security, and AI to drive real business results. We believe that powering connections will bring us closer together while empowering us all to solve the world's greatest challenges of well-being, sustainability, and equality.

#### **Corporate and Sales Headquarters**

Juniper Networks, Inc. 1133 Innovation Way Sunnyvale, CA 94089 USA Phone: 888.JUNIPER (888.586.4737) or 408.745.2000 www.juniper.net

#### **APAC and EMEA Headquarters**

Juniper Networks International B.V. Boeing Avenue 240 1119 PZ Schiphol-Rijk Amsterdam, The Netherlands Phone: 31.0.207.125.700

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