Juniper Care Software Advantage

SERVICE DESCRIPTION DOCUMENT

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1. Introduction

This Services Description Document ("SDD") describes Juniper Care Software Advantage (the "Services") that Juniper makes available for purchase by End Users of Juniper Networks products (each, an "End User") directly or through its authorized resellers.

The Services are subject to the terms of this SDD and the Juniper Purchase and License Agreement ("JPLA") a copy of which is posted at https://www.juniper.net/us/en/legal-notices/juniper-networks-contracts-resource.html (i.e., GTC plus the Customer Schedule or Channel Schedule, as applicable) or such other URL that Juniper may designate from time to time, (or another written master services agreement signed by Juniper Networks and Company and covering within its scope the terms and conditions under which Juniper Networks will render support and maintenance services).

In the event of any conflict between the terms of this SDD and that of the JPLA; the terms of the JPLA shall take precedence. Unless otherwise stated in this SDD, capitalized terms used in this SDD shall be as defined in the JPLA. In the event of any conflict between the terms of this SDD and Juniper Care Service Description Document, the terms of the Juniper Care Service Description shall take precedence. Unless otherwise stated in this SDD, capitalized terms used in this SDD shall be as defined in the JPLA.

2. Eligibility and Purchasing

The Services are rendered by Juniper directly to the end user of Juniper Networks products ("Customer"), which Customer is identified by name and address in the order for the Services (whether placed by an authorized Juniper Partner or otherwise). Services may be purchased from Juniper Networks by Customer itself, or by a Juniper Networks reseller or distributor authorized by Juniper to resell contracts for Services. Such resellers and distributors are herein occasionally referred to as *"Channel Partners."* The party that places the purchase order for Services with Juniper Networks (whether that

is the Customer or the Channel Partner) is herein occasionally referred to as the *"Order Party."* Juniper Networks' commitment to provide Services to the Customer for a stated Service Period (defined below) as evidenced by a Welcome Letter is referred to herein as a "*Juniper Care Software Advantage Contract*."

Juniper Networks (or its representatives or contractors) will render Services to that Customer which is both (A) identified as Customer in a Proof of Entitlement under the JPLA for the Software, and (B) identified as Customer in a Juniper Networks "*Welcome Letter*" furnished to the Customer confirming the purchase of Juniper Care Software Advantage Services, unless the license is a Subscription License. Users (defined in the JPLA) may be different from Customers, and Juniper's obligation is to support only the Customer. (Juniper Networks separately offers software support services covered by different SDDs to support Juniper- authorized Operate Specialist partners in fulfilling the partner's support services contracts with licensees of Juniper Networks software.)

A minimum of one (1) year of Services must be purchased for all eligible software products. Except as otherwise expressly set forth herein or in the applicable Order, a decision to terminate Services or otherwise not renew Services will not terminate the applicable Software licenses (this does not apply to Subscription License Software).

If Customer purchases a license to the Software for installation on a Juniper hardware appliance that it purchases, then Juniper Care Service is required for the hardware appliance as a prerequisite to purchasing Juniper Care Software Advantage.

The Services cover only those Juniper Networks software products that are identified as the supported product in the purchase order placed with and accepted by Juniper Networks, and as to which products reseller or Customer has identified to Juniper Networks in writing:

- The name and address of the principal place of business of the Customer

- The model number (SKU) of the Software; and the serial number of the software (if the software is serialized)

Subscription Licensed Software is eligible Software for which a Customer rightfully holds a Proof of Entitlement to Software under a Subscription License (as defined in the JPLA). Customer is entitled to Services described in this SDD for the applicable subscription period stated in the Proof of Entitlement (as defined in the JPLA).

If an Order Party fails to renew Services and allows the Service Period to expire for any Software, then in order to reinstate Services, (a) Juniper may require as a condition of reinstatement that the Customer move to the then-current latest release of the Software or another then-supported release, and (b) Customer shall pay in advance the applicable Services fees for the new Service Period together with the Reinstatement Fee defined in the Juniper Support Reinstatement Policy (posted at https://support.juniper.net/support/pdf/guidelines/juniper-networks-services-support-inspection-reinstatement-policy.pdf).

3. Service Features and Deliverables

As part of the Services, Juniper will use commercially reasonable efforts to provide the End User with the following:

3.1 JTAC Access

Customer will have access to Juniper Networks® Technical Assistance Center (JTAC) engineers by phone and online 24/7/365 and without restriction as to the number of cases Customer may open. As a single point of contact for all support needs, JTAC engineers will help diagnose, configure, and troubleshoot products and provide workaround solutions where necessary. JTAC engineers will provide assistance with product use and Software Patches, Software Updates, and Software Upgrades as defined below. Service availability for any particular release of software is subject to limitations and restrictions under Juniper's software End-of-Life and End-of-Support policies (now posted at https://support.juniper.net/support/pdf/eol/juniper-networks-end-of-life-policy-procedure.pdf).

For details about opening a case, software downloads, support procedures, and case priority guidelines, please refer to the JTAC User Guide at https://www.juniper.net/content/dam/www/assets/resource-guides/us/en/jtac-user-guide.pdf.

3.2 Software Releases

During the Service Period, Juniper Networks shall make available to Customer the Updates (defined below) of the Software covered under the Juniper Care Software Advantage Contract but solely for Channel Partners to forward to the Customer for Customer's use as a replacement of a different release of the Software duly licensed to such Customer. Any such Update shall be subject to the terms and conditions set forth below:

3.2.1 **Rights in Updates.** An Update downloaded by or otherwise delivered to Customer under a Juniper Care Software Advantage Contract may be used only to replace Software licensed to Customer and only if Customer agrees not to use the Update until it first discontinues use of the replaced Software and makes it unavailable for any use, other than for archival use. Once an Update is installed and placed in use and all copies of the replaced release of the Software is removed from all use, the Customer's rights in the Update will be subject to the same terms, conditions, and restrictions as the Software originally licensed to Customer, including those set forth in:

- The JPLA.

- Any applicable Proof of Entitlement (as defined in the JPLA) with respect to such original Software.

- And, to any other restrictions and conditions that may generally apply to such original Software.

3.2.2 **Definitions**. As used herein,

- **Software Patch** means minor modifications to the Supported Software Product to address a specific problem and help restore the system.

- **Software Update** means a release of the Software comprising primarily error corrections (a collection of Software Patches) to the supported Software, sometimes also referred to as "maintenance releases." Software Updates do not typically contain any new or additional features beyond what was provided in the latest available Software Upgrade.

- **Software Upgrade** means a software release of the supported Software that may contain some new features or enhanced functionality.

- An "**Update**" (or "**Software Release**") of particular Software as of a particular time means any Software Patch, Software Update, or Software Upgrade of such Software then available generally without incremental fee to Customers who have purchased and have in force a Juniper Care Software Advantage Contract for the Software, provided, however, that Update excludes:

  o Any Chargeable Software Upgrade Releases (and any other Updates based on any such Chargeable Software Upgrade Release) that are made available after the original Software licensed to the End User, unless End User has separately purchased a license to such Chargeable Software Upgrade Release, and such Chargeable Software Upgrade Release is itself Juniper Networks product

  o Any Software Update that, under then-applicable Juniper Networks standard End-of-Life/End-of-Support policies, is no longer eligible for support

  o Any third-party proprietary software that is manufactured by a party other than Juniper or its affiliates and has not been incorporated into Juniper Software or the Services of Juniper or its affiliates

3.3 Online Tools

During the term of the Juniper Care Software Advantage Contract, Juniper Networks provides Customer with self‑service access to Juniper Networks' Customer Service Center (CSC) online portal, which provides information, answers, tools, and service options solely for the Customer's internal use in supporting the Software for which it has a valid, current Juniper

Care Software Advantage Contract. Offerings include, but are not limited to, software downloads, technical alerts and bulletins, and the Juniper Networks Knowledge Base. Use of online tools is subject to terms and conditions of the CSC as generally applicable to parties using that portal. Rights of access and use of the CSC are nonexclusive, nontransferable, and not sub licensable, are subject to the terms and conditions of use posted online, and are further subject to the following:

By registering for access to the CSC, Customer warrants and represents to Juniper Networks that, (i) Customer is not operating from (or using the Software in) any Group E country listed in the U.S. Export Administration Regulations ("EAR") at Supplement 1 to Part 740 (which as of the date of publication of this SDD, consist of Syria, Cuba, North Korea, Iran and Sudan); (ii) Customer is not named on any Denied Persons List, Entity List, or other such list published by the U.S. Dept. of Commerce at [Export Solutions (trade.gov)](trade.gov) ; (iii) Customer is not using the Software in support of any nuclear, biological, or chemical warfare activities or in the development, construction, or operation of any nuclear or nuclear fuel facilities; (iv) Customer did not receive the Software, directly or indirectly, as a result of an export in violation of any U.S. or other applicable export control laws or regulations; and (v) Customer is not using the Software, directly or indirectly, to support or operate any other product or software that was exported in violation of any such export control laws or regulations. Customer shall provide Juniper Networks, promptly upon demand, with all requested information regarding the Customer and Customer's use or intended use of any Software, and for ensuring that all such information so provided is at all times during the Service Period current, complete, and accurate.

Juniper Networks reserves the right in its discretion to limit or prohibit access by Customer to CSC or any other self-service online resources whenever Juniper Networks believes that such access may give rise to violation of such export control laws or regulations or any other violation of Juniper Networks' rules or the limited use terms identified above.

For details on how to access the CSC and available content, please refer to the JTAC User Guide at https://www.juniper.net/content/dam/www/assets/resource-guides/us/en/jtac-user-guide.pdf.

4. Service Term

i. Service Term. 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. Renewal Term. 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.

5. End User Responsibilities

Juniper Networks' obligation to provide the applicable Services is conditional upon End User meeting the following obligations.

- Register at Juniper Networks CSC, register all Supported software and Site IDs, and keep all such information current, accurate, and complete at all times.

- Contact Juniper and provide all of the required information to activate the Services entitlement, such as software serial numbers, to enable the support level and delivery of services.

- Provide information on the software releases currently running in the network and current configurations as and when requested by Juniper Networks to enable delivery of the service deliverables mentioned in this offering.

- Provide access to servers, equipment, information, logs, infrastructure, and resources that are necessary for the delivery of the service.

- Properly train personnel in the use and application of the Software.

- Ensure that the requirements identified for the proper working of the Juniper Networks' solution are in place. These requirements may be documented in the product documentation or user guides, or additional recommendations may be communicated by the Juniper Networks team from time to time for proper delivery of Juniper Networks' services.

- Protect and back up the data and information stored on the computers/servers on which the Software is used, and confirm that such data and information is protected and backed up before contacting JTAC for support. Juniper is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers/servers on which the Software is used.

- Advise Juniper of any information Juniper may reasonably request about the execution of the Services throughout the delivery of Services. If third-party participation and cooperation is required in order for Customer to perform the Customer responsibilities, Customer shall be responsible for getting such participation and cooperation. Customer shall provide written notice to Juniper Networks as soon as it becomes aware or has reason to believe that Customer will not meet one or more of the Customer responsibilities.

- All Updates provided to Customer shall be subject to the terms of the JPLA that apply to the underlying Software or to amended license terms that apply to the Updates. Customer is not required to install every Update as it becomes available from Juniper Networks. However, Customer acknowledges that in order to obtain Services for problems with a Software release that is not then supported by Juniper Networks and which cannot be corrected by implementation of a preexisting workaround or problem resolution, installation of an Update may be necessary to address any such problems.

6. Scope

- Services shall be delivered remotely from an authorized Juniper location unless specified otherwise.

- All service deliverables in this offering are available in English only.

- Services exclude support for the following:

- Operation of the Software other than in accordance with technical documentation and specifications furnished along with the Software

- Issues arising out of the use of the Software other than as licensed to Customer except as authorized under Juniper Networks JPLA and associated Proof of Entitlement

- Actual or attempted modification, alteration, or addition to the Software undertaken by Customer or any third party

- Software that is not covered under a current and valid Juniper Care Software Advantage contract (including, without limitation, third-party software not licensed by Juniper)

- Any customized deliverables created by Juniper specifically for Customer as part of consulting services

- Juniper's obligation to perform any particular Services hereunder is contingent upon Juniper receiving from Customer such cooperation, network access, consents, information, and materials that Juniper may reasonably request to enable Juniper's proper and efficient performance of such Services and to enable Juniper to do so in compliance with all applicable laws and regulations.

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.

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