

READ THESE API TERMS OF SERVICE (“TERMS”) BEFORE ACCESSING OR USING THE JUNIPER APIS AND ASSOCIATED SOFTWARE MADE AVAILABLE TO YOU ON THIS SITE. YOU, OR THE ENTITY YOU REPRESENT, (COLLECTIVELY, “YOU”) MAY ACCESS AND USE THE APIS ONLY IF YOU (A) REGISTERED WITH AND RECEIVED ACCESS TO THE API FROM JUNIPER, AND (B) YOU ACCEPT THESE TERMS. THESE TERMS APPLY SOLELY TO YOUR USE OF THE API AND DO NOT APPLY TO OTHER PRODUCTS OR SERVICES PROVIDED UNDER OTHER AGREEMENTS BETWEEN YOU AND JUNIPER.

IF YOU DO NOT AGREE TO ALL OF THE TERMS, OR IF YOU HAVE RECEIVED THE API FROM A PARTY THAT IS NOT JUNIPER, THEN DO NOT USE THE API. BY USING THE API, YOU SHALL BE DEEMED TO HAVE ACCEPTED THE TERMS.

## JUNIPER API TERMS OF SERVICE

These Terms govern Your access and use of the APIs. Capitalized terms used in these Terms are defined in Section 13. (Definitions).

- 1. API License.** Subject to terms and conditions of this Agreement and payment of any applicable fees, Juniper grants You a revocable, non-exclusive and non-transferable license to access and use the APIs only for Your internal use and in accordance with any applicable documentation. Any third-party software (including open-source software) made available by Juniper in connection with the APIs is licensed to You under the terms of the applicable agreements.
- 2. Term and Termination.** These Terms last until termination. If You wish to terminate these Terms, You must provide Juniper with prior written notice and cease your use of the APIs upon termination. Juniper may also terminate these Terms for breach of any provision of these Terms. All terms related to Juniper’s proprietary rights, warranty disclaimers, and limitation of liability survive termination.
- 3. No Sublicensing or Assignment.** Except as provided in Section 1, You may not sublicense, transfer or assign, whether voluntarily or by operation of law, any license to the APIs. Any attempted sublicense, transfer or assignment shall be void.
- 4. Restrictions on charging a fee for access or use.** You shall not allow any customer or other third party to grant anyone else access for a fee (or other consideration) to services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the APIs.
- 5. Commercial Cloud Services.** Your license to use the APIs as part of Commercial Cloud Services is subject to your compliance with the applicable Commercial Cloud Service terms of use imposed by the Commercial Cloud Service provider. Termination, suspension or unavailability of the Commercial Cloud Service is at your own risk and You acknowledge that Juniper shall no liability or duty arising out of any such termination, suspension or unavailability. You further understand that in order to use the APIs, you may need to purchase compatible third-party software. Juniper disclaims all warranties, representations or assurances regarding suitability of such third-party software.
- 6. Other Use Restrictions and Prohibitions.** You shall not, directly or indirectly:
  - a) Reverse engineer or attempt to extract the source code from the APIs or any related software.
  - b) Copy or create derivative works based on the APIs, except as permitted in Section 1 or by applicable law without the possibility of contractual waiver. If the law requires Juniper to provide interface information to You to adapt the API, Juniper, at its option, may either (i) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that Juniper reasonably requires, or (ii) perform that adaptation itself at a reasonable charge for services.

- c) Distribute or provide any access to the APIs to any third party other than to Your contractor(s) (including Your Commercial Cloud Service providers) performing services for Your sole (and only if that contractor has agreed to follow these Terms). If You do provide access to the APIs to Your contractor(s), You shall remain fully and primarily responsible to Juniper for compliance with all provisions of these Terms.
- d) Copy, translate, modify, create a derivative work of, distribute, publicly display, or sublicense any services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the APIs.
- e) Interfere with or disrupt the APIs or related servers and networks.
- f) Use or allow use of the APIs in violation of any applicable law or regulation or to support any illegal activity.
- g) Submit any personal data to Juniper without Juniper's written authorization.

**7. Data Protection.** All data collected, processed, or used in connection with this Agreement is subject to the Juniper Privacy Policy located at <https://www.juniper.net/us/en/privacy-policy.html>. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of data as described in the Juniper Privacy Policy. To the extent such 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 incorporated by reference and shall apply.

**8. Ownership.** Except to the extent expressly granted in these Terms, You do not acquire any rights to the APIs, whether implied or otherwise. Juniper and its licensors retain all intellectual property rights, title, and interest in and to the APIs, including all copies and derivative works made by Juniper. Nothing in these Terms constitutes a sale or other transfer or conveyance of any right, title, or interest in the APIs.

**9. Confidentiality.** Aspects of the APIS, associated documentation, test results, business and technical plans or financial information related to Juniper or the APIS are the confidential property of Juniper ("**Confidential Information**"). You shall exercise all reasonable commercial efforts to maintain the Confidential Information in confidence, which at a minimum includes restricting access to the Confidential Information to Your employees and contractors that have a need to use the Confidential Information for Your internal business purposes.

**10. Warranty, Disclaimer of Warranty, Limitation of Liability.**

- a) THE APIS ARE PROVIDED "AS IS". JUNIPER MAKES NO WARRANTIES OF ANY KIND WHATSOEVER WITH RESPECT TO THE APIS, WHICH MAY CONTAIN THIRD PARTY SOFTWARE. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.
- b) SOLELY IN CONNECTION WITH THESE TERMS, IN NO EVENT SHALL JUNIPER BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE APIS, EVEN IF JUNIPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JUNIPER'S AND ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS AND THE APIS SHALL NOT, IN ANY EVENT, EXCEED US\$100.00.

**11. General.** These Terms 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, For any disputes arising out of these Terms, each party consents to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, U.S.A. You are an independent contractor and nothing in this Agreement creates any agency relationship, joint venture, or partnership with Juniper. You may not assign these Terms without the prior written consent of Juniper. Any attempted assignment by you shall be void. These Terms are the complete agreement of the parties regarding the subject matter and supersede all prior and contemporaneous agreements relating to its subject matter. A failure to enforce any provision of these Terms shall not constitute a waiver of any future enforcement of that or any other provision of these Terms. If any provision of these Terms is found to be unenforceable, that provision shall be severed and the remainder of these Terms shall continue in full force and effect.

**12. Notices.** Notices to Juniper related to these Terms must be in writing and sent to 1133 Innovation Way, Sunnyvale, CA 94089, Attention: Legal Department. All notices must include Your entity name, contact name, address and email address. Notices to You shall be sent by email to the contact email address associated with Your account for access to Juniper's Customer Support Center at <https://support.juniper.net/support/>. If You have no such account, then Juniper shall mail notice to any office or email any contact address from which You acquired access to the API.

**13. Definitions.**

- a) "**APIs**" mean the specific Juniper APIs providing a set of operations to enable the B2B integration with the end customer. The APIs are made available through the Juniper API onboarding process. The available API operations and data are specified in the API definition.
- b) "**Commercial Cloud Services**" means software-as-a-service or hosted offerings provided by Juniper or a third party.
- c) "**Juniper**" means the following entity based on where You initially acquired rights to access and use the APIs: (i) Juniper Networks (US), Inc. for North America, Central America or South America; (ii) Juniper Networks (UK) Limited for the United Kingdom; (iii) Juniper Networks Solution India Private Limited for India; (iv) Juniper Networks Australia Pty Ltd, for Australia; and (v) Juniper Networks International B.V. for any location not listed above.

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