

# ENHANCED LIMITED LIFETIME WARRANTY

Juniper Session Smart<sup>™</sup> Router (SSR)

#### **Covered Hardware**

"Covered Hardware" includes the field-replaceable units of Juniper's Session Smart<sup>™</sup> Router (SSR) 100 Branch Appliance series and SSR 1000 High-End Appliance series.

## Warranty Start Date

"Start Date" as used in this policy means (i) in the case of a direct sale from Juniper Networks, Inc. (together with its affiliates, "Juniper" or "Juniper Networks") to Customer (defined below), the date the Covered Hardware is shipped from Juniper's manufacturing facilities to Customer, (ii) in the case of resale by an authorized Juniper Networks reseller, ninety (90) days after original shipment of the Covered Hardware by Juniper Networks, or (iii) in the case of Covered Hardware sold through the Juniper Certified Pre- Owned Program ("JCPO Hardware"), the date the JCPO Covered Hardware is shipped from the JCPO Hardware authorized reseller.

### **Enhanced Limited Lifetime Hardware Warranty**

Unless stated otherwise in this policy, Juniper Networks warrants for the sole benefit of the original end-user purchaser of the Covered Hardware ("Customer") that Covered Hardware will be free from defects in material and workmanship commencing on the Start Date and for as long as Customer continues to own and use the Covered Hardware.

This product warranty extends only to the Customer. In the event that Juniper Networks receives notice during the warranty period that any Covered Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Juniper Networks' sole and exclusive liability, shall be for Juniper Networks, at its sole option, to either repair or replace the nonconforming Covered Hardware in accordance with this limited warranty. Covered Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper Networks. Juniper Networks will use commercially reasonable efforts to ship the replacement hardware within one (1) Business Day of Juniper Networks' [issuance of an] RMA (defined below) from a central Juniper depot location. The Customer's replacement request must be received and Juniper Networks RMA issued by 3 pm local time at the JTAC facility handling the request; otherwise, the request will be considered as received on the next Business Day. Actual delivery times may vary depending on the customer location and Juniper shipping depot location. As used herein, "Business Day" means Monday through Friday (time zone of the JTAC facility), excluding holidays observed at that JTAC facility.



For as long as the customer maintains a subscription to the Session Smart Networking Software for its Covered Hardware, Juniper will:

a) respond to requests for technical support for Covered Hardware; and

b) make available to Customer for use solely on the Covered Hardware such updates, patches, and bug fixes to the Embedded Software as it may release for general availability in accordance with the Service Description Document set forth at <a href="https://support.juniper.net/support/guidelines">https://support.juniper.net/support/guidelines</a>

In the event of discontinuance of manufacture of the Covered Hardware, the Juniper [warranty and] replacement support is limited to five (5) years from the last order date in accordance with the EOL/EOS policy (<u>https://support.juniper.net/support/eol/</u>). For JCPO Hardware that has passed the Last Order Date, the warranty [and replacement support] is limited to the earlier of (i) twelve (12) months from the Start Date or (ii) until the EOS Date) and Juniper will use commercially reasonable efforts to ship a replacement within twenty (20) business days after receipt of the Covered Hardware at a Juniper Networks Repair Center.

#### Restrictions

No warranty will apply if the Covered Hardware or [Session Smart Networking] Software (i) has been altered, except by Juniper Networks, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation, or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Covered Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft, or (iii) operating life-support or life-critical medical equipment, and Juniper Networks disclaims any express or implied warranty of fitness for such uses. The customer is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper Networks' warranty obligations do not include installation support. Software update entitlement under this Enhanced Limited Lifetime Warranty shall not cover any features licensable separately regardless of whether the implementation of such feature is included (in dormant form or otherwise) in the Software as originally embedded on the Covered Hardware originally purchased by Customer. Juniper Networks may condition the availability of Covered Hardware replacements or repairs, of JTAC Technical Services and of Software updates on Juniper Networks' determination that furnishing such items and support services to Customer shall not violate US or other applicable export or import control laws. Notwithstanding anything stated herein to the contrary, no warranty shall apply beyond the published End of Support date for Covered Hardware or Software as described in the Juniper Networks End of Life Policy and Procedure. JCPO products may be subject to additional restrictions.

## Dead on Arrival ("DOA")

For up to thirty (30) days from the Start Date, Juniper Networks will provide expedited replacement of affected fieldreplaceable units of Covered Hardware that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with Covered Hardware's technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Covered Hardware's performance. Juniper Networks will use commercially reasonable efforts to ship a new field replaceable unit to its manufacturing facilities within two (2) business days of Juniper Networks' receipt and validation of the customer's notification of an inoperative unit. Notification must be sent by the customer via online procedures set forth in the 'Hardware Return Procedures' paragraph below. Defective Covered Hardware must be returned within ten (10) days of failure, or Juniper will charge a surcharge fee for replacement Covered Hardware.

Non-U.S. customers should allow for additional transit time due to international customs clearance. JCPO products that are sold after the published Last Order Date (as defined in the Juniper Networks End of Life Policy and Procedure) are excluded from this expedited DOA replacement coverage.

#### Hardware Return Procedures

Any defective item can only be returned for a warranty defect if it references a return material authorization ("RMA") number issued by authorized Juniper Networks service personnel. To request an RMA number, the customer must contact Juniper technical support. The RMA number must be included on the outside carton label of the returned item. Provided that the customer follows the instructions for return shipment provided with the RMA, Juniper will pay the costs for the return shipment of the defective Covered Hardware. In addition, Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional, the Customer shall pay any transportation cost. If Juniper Networks determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be paid by Customer.

#### Disclaimer

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