

READ THIS JUNIPER NETWORKS END USER REMOTE SERVICES AGREEMENT (“RSA”) CAREFULLY. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE END USER PURCHASER OF ANY JUNIPER NETWORKS END USER REMOTE SERVICES CONTRACT WHOSE SERVICES DESCRIPTION DOCUMENT IS POSTED AT <https://support.juniper.net/support/guidelines/remote-services> AND REFERS TO THIS END USER REMOTE SERVICES AGREEMENT. END USER CONSENTS TO BE BOUND BY THIS END USER REMOTE SERVICES AGREEMENT EITHER (I) BY WRITTEN ACCEPTANCE OF THESE TERMS AND CONDITIONS, (II) BY CONTACTING AND USING JUNIPER NETWORKS FOR REMOTE SERVICES, (III) BY ACCESSING JUNIPER NETWORKS’ REMOTE SERVICES, (IV) BY RECEIVING ANY REMOTE SERVICES, OR (VI) BY OTHERWISE TAKING ADVANTAGE OF THE REMOTE SERVICES OFFERED OR IN ANY OTHER WAY EXPRESSING END USER’S AGREEMENT TO THE TERMS CONTAINED HEREIN. AT ANY TIME PRIOR TO ANY SUCH ACCEPTANCE, END USER MAY CONTACT THE AUTHORIZED RESELLER FROM WHOM IT PURCHASED THE JUNIPER NETWORKS REMOTE SERVICES CONTRACT AND INDICATE IN WRITING ITS REJECTION OF THE REMOTE SERVICES CONTRACT AND REQUEST REFUND OF FEES PAID FOR SUCH SERVICES.



1. Definitions:

In this Agreement, the following definitions shall apply:

- a. "Affiliate" means means, with respect to any Person, any company or any other entity that Controls, is Controlled by, or is under common Control with, such Person.
- b. "Agreement" means (1) this Remote Services Agreement; and (2) Services Description Documents posted at <https://support.juniper.net/support/guidelines/remote-services> or the Juniper Networks Remote Professional Services or Remote Advanced Services purchased, as they may be amended from time to time in accordance with Section 9.I, below.
- c. "Authorized Reseller" means a reseller of Juniper Remote Services that sells Juniper Remote Services Contracts to End Users pursuant to a valid contract with Juniper Networks to conduct such resale activities.
- d. "Control" means (i) direct or indirect ownership of more than fifty percent (50%) or more of the equity or the voting rights of a Person or power to control the composition of, or to appoint or remove a majority of the board of directors of such legal entity; or (ii) the possession, directly or indirectly or through one or more intermediaries, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract or otherwise, and, where applicable, "controlled" and "controlling" shall be construed accordingly.
- e. "End User" means the person or organization that originally purchases Remote Services from Juniper Networks or an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- f. "Juniper Networks" means: Juniper Networks, Inc. and applicable Juniper Affiliates, and in each case, any Juniper Affiliate of the applicable Juniper Networks entity to whom this Agreement may be assigned. As used in connection with the provision of Remote Services, the term "Juniper Networks" or "Juniper" under this Agreement may include authorized services representatives of Juniper.
- g. "Person" means means any natural person, corporation, partnership (whether general or limited), limited liability company, association, trust, joint venture or any other entity or organization, including any governmental authority.
- h. "Remote Services" or "RSA" means remote professional services or remote advanced services for purchase by End User from Juniper Networks or an Authorized Reseller, to be rendered by Juniper Networks for End User, and which are described in a Services Description Document posted at <https://support.juniper.net/support/guidelines/remote-services> that refers to this Agreement.
- i. "SDD" means a Services Description Document posted at <https://support.juniper.net/support/guidelines/remote-services> and referencing this RSA as governing terms for the services described therein.
- j. "Service Contract" means a bundle of Remote Services described in an SDD and subscribed for by End User for a set term from Juniper Networks or an Authorized Reseller pursuant to this RSA. As described in applicable SDD's, a Services Contract may also include a subscription for certain Remote Services for the Services Contract term subject to the terms of the Juniper Networks applicable Terms of Use as indicated in such SDD and current as of the date of commencement of the Services Contract term (or renewal term, as applicable).

2. Term.

- a. **Initial Term.** Subject to the payment of applicable fees set forth in Section 3.a and conditioned upon Juniper Networks' acceptance of a valid purchase order ("PO") from the End User or an Authorized Reseller, the initial term of a Service Contract will begin on, unless otherwise agreed to in writing by each of Juniper Networks and End User (including as quoted by Juniper and listed in the PO), the date set forth in the welcome letter referenced in the SDD associated with the applicable Service..

- b. Renewal Term. Subject to the payment of applicable fees set forth in Section 3.a and conditioned upon Juniper Networks' acceptance of a valid purchase order ("PO") from the End User or an Authorized Reseller, the start date of the Service Contract following the initial term of the Remote Services (and any subsequent renewal terms) will begin on the day after the previous Service Contract expired.

3. Service Fees.

- a. Service Fees. In consideration for the Service Contract, End User shall pay an agreed upon fee either to Authorized Reseller, or if purchasing directly, to Juniper Networks. By issuing a purchase order to an Authorized Reseller or Juniper Networks (as applicable) for the Service Contract, End User agrees to be bound by the terms and conditions of this Agreement.
- b. Service Renewal Fees. No less than 60 days prior to the expiration of the initial and subsequent Service Contract term, a notice of expiration and a quotation for the fees for the new Service Contract will be provided to End User or Authorized Reseller. If End User wishes to purchase further Remote Services, then End User shall provide a purchase order to an Authorized Reseller or Juniper Networks, as per the quote, to match the quotation on or before the expiration date. Upon receipt, End User or an Authorized Reseller placing the order on behalf of the End User shall be invoiced in accordance with the terms of this Agreement.
- c. Subcontracting. Juniper Networks may subcontract with, or assign to, its affiliates or other third parties the obligations for performance of any Remote Services.
- d. Purchase Orders. Terms and conditions contained in End User and/or Authorized Reseller purchase orders shall have no binding effect on Juniper Networks without regard for whether such purchase order matches the quotation. In the event there is no quotation, the terms of the Juniper Networks Order Acknowledgement shall govern the terms and conditions of the order.
- e. Payment Terms. If End User is buying pass-through Remote Services from an Authorized Reseller, End User will pay all fees based on such Authorized Reseller's invoice. In the event that End User is purchasing Remote Professional Services directly from Juniper Networks, End User will pay to Juniper Networks the Remote Services fee based on Juniper Networks' invoice within thirty (30) days of the invoice date.
- f. Taxes. All prices payable under this Agreement are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper Networks prior to invoicing, and End User shall promptly notify Juniper Networks if their exemption is revoked or modified. All payments made by End User shall be net of any applicable withholding tax. End User will provide reasonable assistance to Juniper Networks by promptly: providing Juniper Networks with valid tax receipts and other required documentation of End User's payment of any withholding taxes; applying for reduced tax rates; and notifying and assisting Juniper Networks in any audit or tax proceeding, related to transactions hereunder. End User shall comply with all applicable tax laws and regulations, and End User will promptly indemnify, defend and otherwise pay or reimburse Juniper Networks for all costs and damages related to any liability incurred by Juniper Networks as a result of End User's non-compliance or delay with its responsibilities herein. End User's obligations under this Section 3.f shall survive termination or expiration of this Agreement.

4. Confidential Information.

Confidential Information means all information disclosed to the other in (i) tangible form and which is designated "Confidential" or "Proprietary"; (ii) disclosed orally, and summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) which 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: (a) is or becomes generally known through no fault of the receiving party, (b) is known to the receiving party at the time of disclosure, as evidenced by its records, (c) is hereafter furnished to the receiving party by a third party as a matter of right and without restriction on disclosure; (d) is independently developed by the receiving party without any breach of this Agreement; or (e) is disclosed in response to a valid order of a court or other governmental body or is otherwise

required by law to be disclosed, provided the responding party gives sufficient notice to the other party to enable it to take protective measures.

Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those recipients, employees and representatives as may have a need to know to accomplish the purposes of this Agreement and who are legally bound by confidentiality obligations consistent with 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 the obligations imposed on the receiving party shall survive until such time as the Confidential Information of the other party becomes publicly available and/or made generally known through no action of the receiving party. All Confidential Information will be returned (or destroyed) immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to. The disclosure of Confidential Information will be governed by this Agreement, which supersedes any previous confidentiality or nondisclosure agreement executed by or on behalf of the parties. Any such Confidential Information will be treated as if it were disclosed under this Agreement (and this Agreement were in effect) as of the date of such exchange.

Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws.

5. Proprietary Materials; Information Provided by Others.

- a. End-User acknowledges that it is receiving the benefit of Juniper Networks' experience with supporting, maintaining and developing Juniper Networks products and documentation for Juniper Networks end users worldwide. Any and all inventions, derivative works, improvements, developments, feedback or other intellectual property rights generated by Juniper Networks and provided to End User in the course of performing Remote Services ("Juniper Services IP") shall be the sole and exclusive property of Juniper; provided however, (i) Juniper hereby grants End User a non-transferrable non-exclusive, perpetual internal use license to any materials (other than Software) developed by Juniper Networks specifically for End User in the course of providing the Remote Services; and (ii) that such Juniper Services IP are not based upon and will not include End-User's Confidential Information. The Services will not be performed as a work-for-hire but shall instead be subject to these terms. Any use of the Juniper's Software shall remain subject to the end user licensing terms under which such Software was licensed. Furthermore End User hereby grants to Juniper Networks an irrevocable, perpetual, sub-licensable license, for no fee and with the right to sublicense, modify, adapt, translate, and otherwise use, on a worldwide basis, any feedback and ideas shared with Juniper Networks in the course of the Remote Services, and the rights to create and own derivative works from such feedback or ideas without the right of attribution.
- b. Subject to the limitations set forth below in this Section 5, End User hereby grants to Juniper Networks, and Juniper Networks hereby accepts, access to and use of End User's and/or its third party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing the Remote Services during the term of the Service Contract and for archival purposes. End User warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Materials to Juniper Networks hereunder. Juniper Networks shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Materials, except as necessary to provide Support and as approved by End User.
- c. Juniper Networks agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.

- d. Juniper Networks will be entitled to rely on the timeliness, accuracy and completeness of information prepared and/or provided by End User. Juniper Networks shall not be liable to End User or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by End User or for delays by End User or third parties in providing required information.

6. LIMITATION OF LIABILITY.

JUNIPER NETWORKS' LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE REMOTE SERVICES SHALL BE LIMITED TO THE AMOUNT PAID AND PAYABLE BY THE END USER FOR THE SERVICE CONTRACT THAT IS THE SUBJECT OF THE CLAIM, UP TO A MAXIMUM OF \$100,000 U.S. dollars. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JUNIPER NETWORKS 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 THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SERVICES PURCHASED HEREUNDER, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. Term and Termination.

- a. Term. This Agreement shall be binding upon Juniper Networks, and the initial term of this Agreement shall commence, on the date that a valid purchase order for Remote Services is accepted by Juniper Networks. This Agreement will terminate upon the expiration of the End User's last remaining active Service Contract.
- b. Termination for Breach. If either party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, 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. Notwithstanding anything to the contrary herein, End User's breach of payment obligation constitutes a default the date the payment is due and Juniper Networks shall have the right to terminate this Agreement immediately
- c. Termination for Insolvency. Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.
- d. Survival. The provisions of of this Agreement intended to survive termination hereof for any reason shall so survive.

8. Personal Data Use and Protection

- a. Data Use. Juniper Networks will use personal data provided by End User only to provide End User with support and maintenance, including purposes compatible with providing support, such as troubleshooting recurring issues and improvements to the Remote Services.
- b. Data Processing Agreement. To the extent Juniper Networks processes personal data on behalf of the End User, Juniper Networks offers a data processing agreement in compliance with applicable laws which is available at <https://www.juniper.net/us/en/privacy-policy/customer-dpa/> which End User needs to complete and return signed to Legal-Contracts-Admin@juniper.net whereas Juniper Networks will then return a countersigned version which then forms an integral part of this Agreement between Juniper Networks and the End User.

9. Miscellaneous

- a. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of California without reference to conflict of law principles. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- b. Venue. For any disputes arising out of or in connection with this Agreement with regards to Services Contracts in the United States, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, except that either party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by the other party. Any other dispute or controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be three, the place of arbitration shall be Santa Clara County, California, U.S.A., and the language of the arbitration shall be English. Any award of the arbitral tribunal shall be final and binding on the parties. The arbitral award may be enforced in any court of competent jurisdiction. Nothing in the preceding clause (dispute resolution) shall preclude any party from seeking interim relief or orders for interim preservation in any court of competent jurisdiction. Any such application to a court shall not be considered demonstrating an intention to act inconsistently in any way with the agreement to settle disputes by arbitration in accordance with the preceding clause.
- c. Entire Agreement. The terms and conditions contained in this Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.
- d. Force Majeure. Except for payment obligations contained herein, neither party will be responsible for any failure or delay in performance due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond its reasonable control, including, without in any way limiting the generality of the foregoing, fire, terrorism, epidemic, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, war, riot, acts of God, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement) or other event that is traditionally recognized by California courts as an event of force majeure.
- e. Assignment. End User may not assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of Juniper Networks. Any prohibited assignment will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.
- f. Compliance with Laws; Export Requirements. End User shall comply with all applicable laws and regulations. End User acknowledges and agrees that it and Juniper Networks are subject to statutory and regulatory measures of the US government and of the governments of numerous other countries controlling on export, import and use of encryption products, software and technology. Among other things, Juniper may not be able to furnish services of any kind for such product that may have re-exported to a country in violation of applicable US re-export controls. This may arise, for example, (i) if a product is located in an embargoed territory, such as Cuba, Iran, North Korea, Syria or Sudan or the Crimea region of Ukraine, (ii) if the party actually using the Juniper product supported is on a sanctioned parties list published by the US government or by another government with jurisdiction over the transaction by which the End User received the product, (iii) if the party actually using the Juniper product is a government end user in a country for which US law requires export license for certain specially controlled encryption items or (iv) if End User is using any Product to support activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. End User represents to Juniper that it has no reason to believe that it has either received any Product through any export or re-export in violation of US or other applicable laws or regulations nor that the product has been installed or used in any

manner identified in any of clauses (i) through (iv) above. End User further represents that it is not using and undertakes not to use Remote Services rendered by Juniper (nor is it using nor shall it use any product purchased from Juniper) to support activities involving violations of human rights, democratic principles or freedom of expression as defined in the Charter of Fundamental Rights of the European Union using equipment, technology and/or software for the disruption, interception or monitoring of telecommunications and/or Internet Protocol network communication (e.g., using monitoring centers and legal interception gateways). End User agrees that it will immediately notify Juniper if at any time it has reason to believe that any such representation if made at such time would no longer be accurate. End User agrees that End User will not export, either directly or indirectly, any Products without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. End User further agrees that as part of Juniper's export compliance program, Juniper may from time to time impose certain conditions and restrictions on Remote Services as reasonably necessary to avoid violations of encryption controls or other legal requirements. End User agrees to cooperate with all Juniper requests for information, documentation or commitments reasonably required to fulfill requirements of its encryption control program.

- g. **Litigation Expenses.** In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.
- h. **Notice.** All notices shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. All notices shall be sent to the respective address, as set forth below, or to such other address as may be specified by either party to the other in writing in accordance with this Section.

For notices to Juniper Networks, Inc. and Juniper Networks (US) Inc., End User shall send notices to 1133 Innovation Way, Sunnyvale, CA 94089 USA, Attn: Legal; for notices to Juniper Networks International, B.V., End User shall send notices to Boeing Avenue 240 1119 PZ Schiphol Rijk Amsterdam NL, Attn: Legal; for notices to Juniper Networks (UK) Limited End User shall send notices to Building 1 Aviator Park, Station Road, Addlestone, Surrey, K15 2PG, United Kingdom, Attn: Legal; for notices to Juniper Networks Australia Pty Ltd shall be mailed to Level 6, 60 Miller Street, North Sydney NSW 2060, Australia, Attn: Legal; and for notices to Juniper Networks Solution India Private Limited shall be mailed to 503, 504, 5th Floor Copia Corporate Suites, Plot No. 9, Non Hierarchical Commercial Centre, Jasola Vihar, New Delhi-110 044, India, attn.: Legal.

For notices to End User: [see address for End User on signature page of this Agreement or, if none, then, at Juniper Networks' election, End User's address on the purchase order for the Services Contract or End User's address indicated when End User registers at Juniper Networks' CSC.]

In addition to the notice methods specified above, any notification of changes under Section 1)a)i) or ii) herein may be given by posting as specified in Section 1)a)iii).

- i. **No Waiver.** The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement.
- j. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.
- k. **Invalidity.** If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.
- l. **Complete Agreement; Modifications.** This Agreement, including documents incorporated herein by reference, constitutes the entire understanding and contract between the parties and supersedes all prior agreements, commitments or representations, oral or written related to the provision of Remote Services to End User. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any

purchase order or other business form submitted by either party to the other from the Effective Date forward. Except as otherwise provided in subsections i) or ii), below, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

- i. *SDD changes.* Juniper Network may at any time modify, add or delete any SDD or the Remote Services listing at <https://support.juniper.net/support/guidelines/remote-services> effective upon written or electronic notice to End User; provided that no such modification shall affect the terms of any Service Contract ordered and accepted prior to the effective date of such modification, nor of any renewal of a Service Contract that becomes effective prior to the effective date of such modification.
- ii. *Online Policies, Guidelines and Procedures.* Juniper Networks may at any time modify any other online policies, guidelines and procedures referenced in this Agreement effective upon written or electronic notice to End User, provided that no such modification shall affect the Remote Services under the then-current term of any Juniper Networks Services Contract ordered and accepted prior to the effective date of such modification.
- iii. Juniper Networks' posting of any changes regarding Remote Services shall, when appearing at <https://support.juniper.net/support/guidelines/remote-services> or of any changes regarding other online policies and procedures referenced in this Agreement, will be deemed adequate notice of change for purposes of such changes.