READ THESE TERMS OF SERVICE ("TERMS") BEFORE ACCESSING OR USING THE JUNIPER NETWORKS API AND ANY ASSOCIATED SOFTWARE (THE "API"). JUNIPER NETWORKS WILL ALLOW YOU, OR THE ENTITY YOU REPRESENT, (COLLECTIVELY, "YOU") TO USE AND/OR ACCESS   THE API ONLY IF YOU ACCEPT ALL OF THESE TERMS OF SERVICE. YOU SHALL HAVE NO RIGHT TO USE THE API UNLESS YOU HAVE RECEIVED ACCESS TO THE API FROM JUNIPER NETWORKS, AND (II) YOU ACCEPT THESE TERMS. THESE TERMS APPLY SOLELY FOR 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 SOMEONE WHO IS NOT JUNIPER NETWORKS, THEN (A) DO *NOT* USE THE SUPPORT API. BY USING ANY API, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS.

JUNIPER NETWORKS API TERMS OF SERVICE

These Terms govern Your rights and duties with respect to Your use or access of the API. Capitalized terms used in these Terms are defined in Section 16 (Definitions).

1. **Right to Use.** Subject to the limitations and restrictions set forth herein and payment of any fees, if applicable, Juniper grants You a revocable, non-exclusive and non- transferable right to use, to (i) access and use the API for only Your internal use and only in connection with Juniper Care purchased by You.

2. **Term.** Your right to use the API will last the duration of your support services subscription. Therefore, Your right to use the API shall expire upon expiration of the applicable support services subscription term. Juniper may also terminate these Terms for breach of any provision of these Terms. All terms pertaining to Juniper's proprietary rights, warranty disclaimers, and limitation of liability shall 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 right or license in or to the API. Any attempted sublicense, transfer or assignment shall be void. If You are a party to a transaction (or related series of transactions) involving a merger, consolidation or other corporate reorganization (collectively, a *"Restructure"*) where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.

4. **No Rights or Licenses Implied.** Licenses or rights in the API not expressly granted in these Terms shall not arise by implication or otherwise. You shall have no right to use or access the API unless You rightfully received the API from Juniper Networks.

5. **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 API.

6. **Commercial Cloud Services.** Your right of access and use of the API provision as part of Commercial Cloud Services is subject to the ongoing validity and 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 API, you may have to purchase license rights to and install third party software that is compatible with the API operating in the Commercial Cloud Services environment, and Juniper disclaims all warranties, representations

or assurances regarding suitability of such third-party software.) where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.

7. **Embedded Third Party Software.** Certain third party software (including open source software) may be provided with the API and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent required by applicable licenses, all attributions to incorporated open source software shall be listed on the following API website:
https://eng.juniper.net/site/global/build/support_automation/support_api/case_api/v10/overview/index.gsp

8. **Other Use Restrictions and Prohibitions.** You shall *not*, directly or indirectly:
a. Reverse engineer or attempt to extract the source code from the API or any related software.
b. Create derivative works based on the API, except as expressly permitted in Section 1 herein 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 (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that Juniper reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services.
c. Copy the API except for archival purposes or as necessary for You to install and make use of the API as expressly provided by Juniper.
d. Furnish any copy of the API or other means of access to the API to any third party other than to Your contractor(s) (including but not limited to Your Commercial Cloud Service providers) solely for Your benefit in performing its contract services for You and in that case only if that contractor has agreed to adhere to the provisions of these Terms. If You do furnish API or access to API to Your contractor(s), You shall remain fully and primarily responsible to Juniper for compliance with all provisions of these Terms;
e. Remove (or, if the license includes the right to make copies of the API , fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the API as delivered by Juniper; or
f. Use or allow use of the API in violation of any applicable law or regulation or to support or facilitate any illegal activity.
g. Submit any personal data to Juniper without Juniper's written authorization.

9. **Personal Data Use and Protection.**
a. Data Use. Juniper Networks will use personal data provided by You only to provide You with support and maintenance, including purposes compatible with providing support, such as troubleshooting recurring issues and improvements to the Services.

b. Data Processing Agreement. To the extent Juniper Networks processes personal data on behalf of You, 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 You need 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 You.

10. **Ownership.** Juniper and Juniper's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the API, 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 API.

11. **Confidentiality.** The Parties agree that aspects of the API and associated documentation and any test results, business and technical plans or financial information related to Juniper or the API are the confidential property of Juniper ("Confidential Information"). As such, 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 having a need to use the Confidential Information for Your internal business purposes.

12. **Warranty, Disclaimer of Warranty, Limitation of Liability.**
a. THE API IS PROVIDED "AS IS". JUNIPER MAKES NO WARRANTIES OF ANY KIND WHATSOEVER WITH RESPECT TO THE API WHICH MAY CONTAIN THIRD PARTY COMMERCIAL 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 API TERMS OF SERVICE, IN NO EVENT WILL 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 SUPPORT API, EVEN IF JUNIPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **General.** The laws of the State of California, excluding its conflicts of law principles, will govern these Terms. 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. If the jurisdiction You are incorporated in will not recognize and enforce the judgment of a California court, each party agrees that any controversy or claim arising out of or relating to these Terms, or a breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. In such a situation: (a) there shall be a single arbitrator selected by each party; (b) the place of arbitration shall be San Francisco, California, U.S.A.; (c) the language of the arbitration shall be English; and (d) 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 herein 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 these terms to settle disputes by arbitration in accordance with the preceding clause. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of confidentiality or such party's intellectual property or proprietary rights. Each party agrees that any violation of these Terms may cause irreparable injury to the other party, entitling the other party to injunctive relief, specific performance, as well as such further relief as may be granted by an appropriate court. These Terms are the complete agreement of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements relating to its subject matter. These Terms may not be amended except in a writing signed by both parties. These Terms may not be assigned without the prior written consent of the other party. If any provision of these Terms is found to be unenforceable, that provision will be severed and the remainder of these Terms will continue in full force and effect. Each party is an independent contractor and nothing herein will be deemed to create any agency relationship, joint venture or partnership between the parties. These Terms may be executed in separate counterparts.

14. **Notification.** Except as otherwise provided elsewhere in these Terms, any report or notice under these Terms shall be given in a writing. Notices to Juniper Networks (US), Inc. shall be mailed to 1133 Innovation Way, Sunnyvale, CA 94089 USA attn.: Legal Department. Notices to Juniper Networks International B.V. shall be mailed to Juniper Networks International B.V., Boeing Avenue 240, 1119 PZ Schiphol-Rijk, Amsterdam, The Netherlands, attn.: Legal Department. Notices to Juniper Networks (U.K.) Limited shall be mailed to Building 1 Aviator Park, Station Road, Addlestone, Surrey, K15 2PG, United Kingdom, attn.: Legal. Notices to Juniper Networks Australia Pty Ltd shall be mailed to Level 6, 60 Miller Street, North Sydney NSW 2060, Australia. 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. All notices to Juniper shall include Your name, contact name, address and email address. Notices to You will 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 notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for Juniper Networks, from which You acquired access to the Support API.

16. **Definitions.**

- **_"Commercial Cloud Services"_** means a service offered and administered by Juniper or a third party whereby licensees of Support API may without downloading or otherwise taking delivery of a copy of the Support API use and access instances of Support API running in a virtual machine environment resident in a networked cloud facility or group of facilities.

- **_"Confidential Information"_** is as defined in Section 13, above.

- **_"You"_** means the individual, other legal entity, or other business, governmental or not-for-profit organization (but excluding any parent, subsidiary or other affiliate of any of the foregoing) that (A) is the original end user recipient of access to the Support API from Juniper Networks, (B) accepts these Terms, and (C) has registered by name with Juniper as end user of the Support API.

- **_"Juniper Networks"_** or "Juniper" means (a) Juniper Networks International B.V., if You have acquired rights to use and/or access the Support API in Europe (excluding the United Kingdom), the Middle East, Africa, Asia or the Pacific Rim (excluding the Americas); (b) Juniper Networks (US), Inc., if You have acquired rights to use and/or access the Support API in North America, Central America or South America; (c) Juniper Networks (UK) Limited, if You have acquired rights to use and/or access the Support API in the United Kingdom; (d) Juniper Networks Australia Pty Ltd, if You have acquired rights to use/and or access the Support API in Australia; and (e) Juniper Networks Solution India Private Limited, if You have acquired rights to use/and or access the Support API in India.

- **_"API"_** means the specific Juniper API providing a set of support operations to enable the B2B integration with end-customer. The API is made available through the Juniper API onboarding process. The available API operations and data are specified in the API definition.