

THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) GOVERNS YOUR ACCESS TO AND USE OF THE WEBSITE AVAILABLE AT <https://commercial.juniperdeals.com/> (“**SITE**”) AND ANY INFORMATION MADE AVAILABLE THROUGH THE SITE (INCLUDING, WITHOUT LIMITATION, REFERENCE PRICES, PRODUCT CAPABILITIES, DESIGN CONSIDERATIONS TEXT, GRAPHICS, PHOTOS OR OTHER MATERIALS (“**CONTENT**”)) FOR USE OF THE SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING THE SOFTWARE, TOOLS OR SERVICES THEMSELVES YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if you are our competitor without our prior written consent. In addition You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of You accepting this Agreement.

1. DEFINITIONS

“**Affiliate**” means any entity and its successors which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

“**Applications**” means applications that interoperate with the Services.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, programs or similar items/concepts.

“**Services**” means the online, Web-based applications and platform provided by Juniper via Juniper designated websites (including as described in the User Guide), including associated offline components but excluding Third Party Applications.

“**Site**” means the website, portal, or other venue/forum that can be or are used to access or obtain the Services.

“**Third-Party Applications**” means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications.

“**User Guide**” means the online user guide and data sheets for the Services, if any, accessible via a Juniper designated website as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide.

“**Users**” means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

“**We**,” “**Us**,” “**Our**” or “**Juniper**” means the Juniper Networks (U.S.), Inc. 1194 North Mathilda Avenue Sunnyvale, CA 94089-1206 and its Affiliates if You are located in the United States or Juniper Networks International B.V. if you are located outside of the United States.

“**You**” or “**Your**” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You in connection with this Agreement or the Services.

2. THE SERVICES; TERMS OF USE AND LICENSE GRANT

The Services and Content are licensed, not sold. We grant You a limited, personal, nontransferable, non-sub licensable, revocable license to access and use this Site to obtain Services and Content available through the Site only as expressly permitted in this Agreement. Except for this limited license, we do not grant you any other rights or license with respect to the Services, Content or the Site. Any and all rights or license not expressly granted herein are reserved. No additions to or modifications of this Agreement shall be effective unless accepted by Us in writing. We may modify the terms of Agreement by posting an updated copy of them on the Site from time to time. By continuing to use the Site, Content or using the Services you agree to this Agreement and any amendments to it.

These limited licenses will terminate automatically and immediately, without notice to you, if you breach any of these terms of the Agreement. Upon any termination of this Agreement, you agree to immediately cease using the Site, Content and/or the Services and to destroy all copies and derivatives of any Content that you have downloaded or otherwise obtained by the Site.

Additional trial terms and conditions may appear on the registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

3. LICENSE RESTRICTIONS

The Content and information on the Site and/or that are otherwise made available to You through the Site or Services (including, without limitation, reference prices, product capabilities, design considerations, etc.), as well as the infrastructure used to provide such content and information, is proprietary to Juniper and/or its providers. Accordingly, as a condition of using this Site and Content, you agree not to use this Site or Contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is unlawful or prohibited by this Agreement. While You may make limited copies of Content generated by this Site for your internal consideration You agree not to:

- i. Display the Content on a public bulletin board, website, chat room or by any other unauthorized means;
- ii. Sell, rent or sub-license Content or create derivative works of Content from the Site;
- iii. Remove or obscure any copyright and trademark notices or other proprietary notices present in the Content. All notices must be duplicated as it appears on the Content on all authorized copies;
- iv. Modify, alter, edit or enhance any Content from the Site;
- v. Use the Services or Content for fraudulent and unlawful purposes;
- vi. modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this Site. In addition, whether or not you have a commercial purpose, you agree not to:
- vii. Access, monitor or copy any Content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without express Our written permission;
- viii. Violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
- ix. take any action that imposes, or may impose, in the discretion of Juniper, an unreasonable or disproportionately large load on the Site;
- x. deep-link to any portion of this Site for any purpose.
- xi. deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through the this Site, or any postings which advocate, permit or constitute illegal activity;
- xii. deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity;
- xiii. manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver;
- xiv. use this Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Site or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment;
- xv. use or permit the use of any Malicious Code;
- xvi. Attempt to gain unauthorized access to this Site, any related website, other accounts, computer system, or networks connected to this Site, through Malicious Code, hacking, password mining, or any other means; or
- xvii. Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site, including harvesting or otherwise collecting information.

4. USING OF SERVICES

1. Using/obtaining the Service requires You to set up and maintain an active user account. Juniper will own this account and all information provided by You in connection with the Services and/or your use of the Site.
2. We may provide the Services free of charge, for payments or in a noncommercial model or trial depending on the type of account activated by You. The fees and payment terms for the use of the Service, payment policies and the scope of the functionality of User account will be included in a price list or quotation. Juniper may prospectively change the payment or charges for use of the Site at any time as it sees fit.

3. You may only use this Site to obtain legitimate recommendations regarding Your networking needs (each, a "Request"). You shall not use this Site to make any speculative, false or fraudulent Requests or obtain competitive information.
4. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site. You agree to provide correct and true information in connection with Your use of this Site and You agree to promptly update your user account information (if applicable) in order to keep it current, complete and accurate. It may be a violation of law to place a Request in a false name or with an invalid method of payment. Please be aware that even if You do not give us your real name, Your web browser transmits a unique internet address to us that can be used by law enforcement officials to identify You. Fraudulent users will be prosecuted to the fullest extent of the law.
5. A reference to a Service on the Website does not imply that such Service is, or will be, available to you or in your jurisdiction in whole or in part
6. We may refuse to process a Request for any reason or refuse Service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any Request after processing has begun

5. Your Data.

a. Ownership. This Agreement don't grant Us any ownership rights in Your Data as submitted by You.

b. Our Use of Your Content. By posting, providing, uploading, submitting, sharing, publishing, distributing, making available and/or allowing Us to access or use Your Data to or through the Service, you grant to Us and our Affiliates a world-wide, royalty-free, fully paid-up, perpetual, non-exclusive, transferable, and fully sublicensable (through multiple tiers) right and license (but not the obligation) to reproduce, distribute, redistribute, modify, translate, adapt, prepare derivative works of, display, perform (each publicly or otherwise) and otherwise use all or part of Your Data, by any and all means and through any media and formats now known or hereafter discovered, but solely in connection with the Service and/or our business activities (such as, without limitation, for promoting and marketing the Service) and/or to comply with legal or technical requirements. You consent to our use of Your Data for these purposes and acknowledge that any and all intellectual property created, referenced or in any way derived from the Site, including but not limited to Content arising from Data provided by You will be Our sole and exclusive property. Additionally, to the extent permitted under applicable law, you hereby waive and agree not to assert any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with Your Data.

c. Posting Your Data. By posting, providing, uploading, submitting, sharing, publishing, distributing, making available or allowing Us to access and/or use Your Data to or through the Service You are solely responsible and liable for the consequences of doing so and you acknowledge and agree that Your Data can and may be viewed worldwide. If you choose to make your personal information publicly available through the Service (for example, in a blog or forum), you do so at your own risk. You covenant, represent and warrant that you have obtained all necessary licenses, rights, consents, permissions and waivers to use and grant all of the rights granted in these Agreement in and to Your Data and that you will comply with any requirements or restrictions imposed by them; if any such requirements or restrictions for Your Data conflict with or are inconsistent with the terms of this Agreement, then you must not post that Data or otherwise share it publicly on or through the Service.

d. Data Restrictions. In accessing or using the Service, you must not post, provide, publish, upload, download, display, use, share, distribute or otherwise make available: (a) any Content that meets any of the following criteria or (b) any Content to, from or through any other web site or service that meets any of the following criteria:

- is threatening, degrading, unlawful, unsafe, harmful, abusive, harassing, stalking, hateful, defamatory, libelous, fraudulent, offensive, inappropriate, obscene, pornographic, vulgar or otherwise objectionable;
- violates any applicable law, rule or regulation, or could give rise to legal liability;
- violates or infringes any right(s) of ours or of any other person, firm or entity (including contractual and fiduciary rights, copyrights, trademarks, and rights of privacy and publicity);

- interferes with, destroys or disrupts the Service or any Malicious Code, hardware or software through which the Service is made available (including via a virus, worm, malware, spyware, Trojan horse or other similar code, file, or program);
- contains any unauthorized or unsolicited ideas or submissions, offers, advertising, promotional materials, surveys, "junk" or bulk mail, "spam," chain letter," "pyramid schemes," investment opportunity, petitions, or other forms of solicitation;
- impersonates any person, firm or entity, including any of our employees, partners, licensors, licensees or suppliers;

We have the right (but not the obligation) to pre-screen or monitor any Data or any user's access to or use of the Service, and to remove or block access to (e.g., by way of settings) any Data for any reason, or suspend or terminate any user's access to or use of the Service for any reason. We have no responsibility or liability with respect to any Data, including for any actions that we may take with respect to any Data that we determine violates these Terms

You, the User, acknowledge that all content included on this Site, including the information, data, software, photographs, graphs, video, typefaces, graphics, music, sounds, images, illustrations, maps, designs, icons, written and other material (collectively, "Content") and the arrangement and compilation of the Content are intellectual property and copyrighted works of Juniper and/or its suppliers, representatives or service providers. Reproduction or storage of information or works retrieved from this Site, in all forms, media and technologies now existing or hereafter developed, is subject to any and all relevant copyright and other laws including, but not limited to, the U.S. Copyright Act of 1976, Title 17 of the United States Code, and all applicable international copyright treaties and conventions, including without limitation, the Berne Convention and the Universal Copyright Convention.

TO BE CRYSTAL CLEAR . . . THE SERVICES AS WELL AS ANY AND ALL CONTENT, INFORMATION, RECOMMENDATIONS, REPORTS, SOFTWARE, PRODUCTS OR SERVICES OBTAINED FROM THE SITE OR USE OF ANY RELATED TOOL ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

6. REGISTRATION OF THE SERVICES

You may be required or permitted to register with us to access the Service or certain areas of the Service. With respect to any registration, you agree not to use, and we may refuse to grant you the right to use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that personally identifies you; or that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You may also be able to sign into the Service or use or access certain features of the Service by using a third -party social networking platform account (such as Facebook, Google+ or Twitter). Your registration information (including your user name and password, and any social networking account with which you sign into the Service) is for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Service, and agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Service, to any third party. As part of the registration process, you may be asked to choose a security question. It is entirely your responsibility to maintain the confidentiality of your security question and your account. You are fully responsible for all interaction with the Service that occurs in connection with your registration information (including, without limitation, all purchases). You agree to immediately notify us of any unauthorized use of your registration information or any other breach of security related to your account or the Service, and to ensure that you "log off"/exit from your account with the Service (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations. If you sign into the Service using a third-party social networking platform account, be sure to review the privacy and data usage policies of such platform to learn more about its personal information practices and your options

7. SUPPORT; CONTENT AND RECOMMENDATIONS.

7.1 Our Responsibilities. We shall: (i) use commercially reasonable efforts to make the Site available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (ii) provide the Services only in accordance with applicable laws and government regulations.

7.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Site or Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide, applicable data sheets and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

7.3. Usage Limitations. The Site permits customers to create virtual networks for, among other things, qualification and configuration testing. PLEASE NOTE: VIRTUAL NETWORKING DESIGNS, PLANS OR INFORMATION CREATED IN OR BY THE SITE AND ITS RELATED TOOLS WILL NOT HAVE THE SAME PERFORMANCE METRICS AS ACTUAL JUNIPER PRODUCTS DEPLOYED IN YOUR NETWORKS. Services may be subject to other limitations, such as, for example, limits on disk storage space. They will also be limited by the accuracy, thoroughness and completeness of information provided by you. VIRTUAL NETWORKING DESIGNS AND INFORMATION PROVIDED BY THE SITE ARE NOT INTENDED TO BE USED IN "LIVE," PRODUCTION NETWORKS AND INSTEAD SHOULD ONLY BE USED IN CONJUNCTION WITH LAB NETWORKING ENVIRONMENTS.

8. THIRD-PARTY PROVIDERS

8.1. Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for use with or through the Site. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. We do not warrant or support Third-Party Applications whether or not they are designated by Us as "certified" or otherwise. No purchase of third-party products or services is required to use the Services.

8.2. Disclaimer. Any Third-Party Applications provided by, with or through the Site are provided "as is," with no warranties, or telephone or other type of support.

9. REFERRALS AND RECOMENDATIONS

9.1. Referrals. Unless prohibited by operative law Juniper Networks may refer any and all information provided by you to resellers, distributors, direct value added resellers or others as it sees fit.

9.2. Recommendations and Output. Any and all intellectual property created, referenced or in any way derived from the Site and/or Tools, including but not limited to recommendations, Content, reports or other output from arising from information provided by You or Our/the Site's use of Your Data will be the sole and exclusive property of Juniper Networks.

10. PROPRIETARY RIGHTS; SOFTWARE

10.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

10.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

10.3. Suggestions. You grant Us a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services, Tools, Site or Software any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

10.4. Federal Government End Use Provisions. We provide the Services, Content and other items, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and

DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

10.5. Software downloads. If you are required to download Software to enable you to connect securely with the Site or obtain the Services You agree to comply with any terms and conditions governing Your right to use such Software.

11. CONFIDENTIALITY

11.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services and Software; and Confidential Information of each party shall include the terms and conditions of this Agreement and all recommendations, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

11.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

11.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11.4. Injunctive Relief. In the event of a threatened or actual breach of this Section 8, the non-breaching party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other available remedies.

12. WARRANTIES AND DISCLAIMERS

12.1. Your Warranties. You represent and warrant that (i) You the legal power to enter into this Agreement, and (ii) You will not transmit any Malicious Code, and (iii) that you will abide by all terms of this Agreement, including those regarding confidentiality.

12.2. Disclaimer. THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) RECOMMENDATIONS, GRAPHICS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY JUNIPER ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. JUNIPER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. JUNIPER ALSO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE AND/OR ITS SERVERS WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, NO WARRANTY OR GUARANTEE IS MADE (I) REGARDING THE AVAILABILITY OF PRODUCTS AND/OR SERVICES DESCRIBED THROUGH THIS SITE OR, WHERE APPLICABLE, AT ANY PARTICIPATING RESELLER, OR (II) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO PERFORMANCE METRICS, CAPABILITIES, INTEROPERABILITY OR SUITABILITY.

12.3 YOUR DATA. WE DO NOT GUARANTEE THAT YOUR DATA WILL NOT BE SUBJECT TO MISAPPROPRIATION, LOSS OR DAMAGE AND WE WILL NOT BE LIABLE IF IT IS. YOU ARE RESPONSIBLE FOR MAINTAINING

APPROPRIATE SECURITY, PROTECTION AND BACKUP OF YOUR DATA. The Services may provide Juniper with information relating to your use and performance of the Services, as well as information regarding the devices on which you download and use Services. For example, this information may include the device type, mobile network connectivity, location of the device, information about when the Service is launched, individual session lengths for use of the Service, or occurrences of technical errors. Any information we receive is subject to the Juniper privacy notice located at www.juniper.net/us/en/privacy-policy. You must ensure that you have all the necessary rights in Your Data that permit you to use the Service without infringing the rights of any copyright owners, violating any applicable laws or violating the terms of any license or agreement to which you are bound.

12.4. VIRTUAL NETWORK PERFORMANCE LIMITATIONS. VIRTUAL NETWORKING DESIGNS OR DEVICES CREATED WILL NOT HAVE THE SAME PERFORMANCE METRICS AS ACTUAL JUNIPER PRODUCTS DEPLOYED IN YOUR NETWORK. JUNIPER DOES NOT PROVIDE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING YOUR ABILITY TO OBTAIN A PARTICULAR RESULTS, PRODUCT CABALITIES OR INTEROPERABILITY, NOR YOUR ABILITY TO SECURE A PARTICULAR PRICE OR ACHIEVE ANY OBJECTIVE WHATSOEVER. ANY AND ALL USE OF ANYTHING GENERATED OR CREATED BY THE SITE, INCLUDING BUT NOT LIMITED TO REPORTS OR CONTENT, IS AT YOUR SOLE RISK.

13. INDEMNIFICATION

You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, Content provided or derived from You or anything provided by You, or Your use of the Services in violation of this Agreement infringes or misappropriates the intellectual property rights of a third party or violates any applicable law. You shall defend and indemnify Us for any damages awarded against Us for such conduct including all attorney's fees incurred by Us in connection with any such Claim. You also agree to defend and indemnify Us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature (including but not limited to legal and accounting fees) brought by third parties as a result of Your breach of this Agreement or Your violation of any law or the rights of a third party, or your use of this Site in violation of this Agreement.

14. LIMITATION OF LIABILITY

14.1. IN NO EVENT SHALL JUNIPER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED \$10,000 U.S.

14.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL JUNIPER HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. TERM AND TERMINATION

15.1. Term of Agreement. This Agreement commences on the date You accept it and continues until terminated by Juniper. Juniper may terminate this Agreement and/or your ability to use the Site at any time as it sees fit in its absolute and sole discretion without notice. Juniper also reserves the right, in its sole discretion, to modify, suspend, or terminate this Site, the Services and/or any portion thereof, including any service or product available through the Site, and/or your profile, Account password, or use of the Site, or any portion thereof, at any time for any reason with or without notice to you. In the event of termination, you will still be bound by your obligations under this Agreement and any additional terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, Juniper shall not be liable to you or any third-party for any termination of your access to this Site

15.2. Surviving Provisions. Sections 3, 5, 6, 8, 10, 11, 12, 14 and 16 shall survive any termination or expiration of this Agreement.

16. General Provisions

16.1 Privacy. This Agreement incorporates by reference the Juniper privacy notice posted at www.juniper.net/us/en/privacy-policy (the "Privacy Policy"). You confirm that you have read our Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you. You consent to the use of your personal information by Juniper and/or its resellers, suppliers and distributors in accordance with the terms of and for the purposes set forth in the Privacy Policy. To the extent permitted by law, Juniper makes no representation or warranty with regard to the sufficiency of the security measures used for data handling and storage. Juniper will not be responsible for any actual or consequential damages that result from a lapse in compliance with the Privacy Policy because of a security breach or technical malfunction.

16.2 Governing Law; Jurisdiction. This Agreement shall be interpreted and governed by the laws of the State of California without reference to its conflict of laws principles. The provisions of the United Nations Convention on the International Sale

of Goods shall not apply to this Agreement. For any disputes arising out of this Agreement, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

16.3 Entire Agreement. The terms and conditions contained in this Agreement constitute the entire agreement between the parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement, including but not limited to any preprinted terms on purchase orders, invoices, advertising and sales literature.

16.4 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control.

16.5 Assignment. You may not assign, sub-contract and/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. Juniper Networks may assign, sub-contract or delegate any or all of its rights and/or obligations under this Agreement as it sees fit and without notice. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.

16.6 Export Control. The Services may be subject to U.S. export control laws or other (U.S. and non-U.S.) governmental export and import laws and regulations. Notwithstanding any other term of this Agreement, Your rights under this Agreement may not be exercised by You in violation of such laws and regulations, nor may this Agreement be transferred to any party where doing so would result in such a violation. The terms of any limitation on the use, transfer or re-export of the Services, or Content imposed by Us in any Destination Control Statement or other document for the purpose of export control shall prevail over any term in this Agreement. It shall be Your responsibility to comply with the latest United States or other governmental export and import regulation.

16.7 Notices. All notices ("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 to Juniper shall be sent to the address set forth below or to such other address as may be specified by Juniper from time to time.

If to Juniper:

Juniper Networks
Attn: General Counsel
1194 North Mathilda Avenue
Sunnyvale, CA 94089-1206
Telephone: 408.745.2000

16.8 Amendment; Waiver. Neither modification to this Agreement, nor any waiver of any rights shall be effective unless assented to in writing by the party to be charged and the waiver of any other right hereunder or any subsequent breach or default.

16.9 Severability. 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 the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.