

Juniper Mist Giveaway Product Terms and Conditions

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BY ACCEPTING THESE TERMS, OR ACCESSING OR USING THE JUNIPER SOLUTION (AS DEFINED BELOW) OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED HEREIN, YOU (AS CUSTOMER OR IF YOU ARE NOT THE CUSTOMER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE CUSTOMER) CONSENT TO BE BOUND BY THESE LOAN AND LICENSE TERMS ("TERMS"). IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT ACCESS OR USE THE JUNIPER SOLUTION.

- 1.Scope.** Juniper (as defined below) agrees to provide applicable Mist Access Point ("AP"), license to use embedded software, and/or time-bound access to Mist cloud service (together or individually, the "Juniper Solution") to the company which employs the person receiving the Juniper Solutions ("Customer") directly or through an authorized Juniper fulfillment partner for trial, evaluation, proof of concept, or other similar purposes as set forth herein ("Evaluation") (as defined below). The parties agree that these Terms take precedence over any conflicting terms in the parties' applicable purchase and license agreement. "Juniper" means, if the Juniper Solution is shipped, rendered, delivered or deployed to a location in: (a) North America, Central America or South America, Juniper Networks (US), Inc; (b) United Kingdom, Juniper Networks (U.K.) Limited; (c) India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or (e) where a location is not listed above, Juniper Networks International B.V.
- 2.License; Right to Use; Use Prohibitions.** Subject to the limitations set forth herein, Juniper grants to Customer a revocable, non-exclusive, and non-transferable license and right to use the Juniper Solution solely for the purpose of Evaluation solely at the location(s) specified in advance by Customer in written notice to Juniper. Unless agreed to in writing, any software, cloud services, and hardware may only be used for internal testing and evaluation in a non-production environment. This license and right to use will expire upon the termination of these Terms. Customer shall not perform, nor allow, authorize, or assist others to make unauthorized copies, reverse engineer, decompile, disassemble, or modify any portion of the Juniper Solution. Customer shall not create derivative works of, grant any rights to, distribute, or otherwise use the Juniper Solution other than as expressly authorized herein.
- 3.Confidentiality.** The parties agree that aspects of the Juniper Solution and associated documentation and any test results, business and technical plans or financial information or Customer feedback or modifications related to Juniper, or the Juniper Solution are the confidential property of Juniper ("Confidential Information"). As such, Customer shall exercise all reasonable commercial efforts to maintain confidentiality of the Confidential Information, including restricting access to Customer employees and contractors having a need to use the Confidential Information for Customer's internal business purposes. These obligations shall survive termination of these Terms.
- 4.Data Protection.** If Juniper accesses, processes, and/or uses personal data in connection with these Terms, then Juniper's Data Protection Agreement (<https://www.juniper.net/us/en/privacy-policy/customer-dpa.html>) shall apply.
- 5.Ownership and Delivery.** Juniper and its licensors retain ownership of all rights, title, interest, and related intellectual property rights in and to the Juniper Solution, associated documentation, and Juniper's Confidential Information. If Juniper Solution is delivered by an authorized fulfillment partner, delivery will be made FCA Juniper Distribution Center with the fulfillment partner assuming the last leg of delivery as described further in shipping terms that are incorporated by reference, and available at, <https://www.juniper.net/Shipping-Terms-Exhibit> ("Shipping Terms Exhibit"). If Juniper does not use a fulfillment partner, Juniper will deliver the Juniper solution to Customer in the way most beneficial for Customer as described in the Shipping Terms Exhibit. If Juniper Solution is delivered by Juniper in person, delivery will be made at the time the hardware is physically transferred to Customer.

6. Risk of Loss. Customer assumes all risk of loss, damage to, and makes good on replacement costs of the Juniper Solution upon delivery.

7. Tax. Customer agrees to comply with all applicable laws, regulations, ordinances, and executive orders of any country, state, province, municipality, or government body applicable to the terms of this program and Customer will indemnify, defend and hold harmless Juniper and its subsidiaries and respective directors, officers, agents, employees, vendors, and suppliers (collectively, the "Released Parties") from and against any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to the terms of this promotion, including, without limitation, the delivery of a Mist AP under this promotion; (b) Customer's obligation to pay all taxes, if any, associated with the terms of this program c) any claims of employment, consulting, retention, hiring and/or any entitlement related thereto (including but not limited to pension, CPF, insurance or other benefits) by Customer; or (d) Customer's breach or non-compliance of these Terms and Conditions.

The Juniper Solution provided under this promotion may be subject to taxes. Any and all taxes are the sole and personal responsibility of the Customer under this Program. The Customer agrees to assume all responsibility and liability associated with the accurate and timely reporting and payment of any and all taxes associated with the provision of any AP. Customer will be liable for taxes and duties as required by local law related to the Juniper Solution. Upon Juniper's request, Customer will provide the necessary information to Juniper in order for Juniper to comply with local tax law.

8. Warranty Disclaimer and Limitation of Liability. THE JUNIPER SOLUTION IS PROVIDED "AS IS" AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED. JUNIPER HAS NO DUTY TO FURNISH ANY REPLACEMENT, REPAIR, UPDATE OR TECHNICAL ASSISTANCE WITH REGARD TO THE JUNIPER SOLUTION, ANY PORTION THEREOF, OR ANY VOLUNTARILY PROVIDED REPLACEMENTS THERETO. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND. EITHER PARTY'S (INCLUDING THEIR AFFILIATES') AGGREGATE LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS SHALL BE LIMITED TO THE LIST PRICE OF THE APPLICABLE JUNIPER SOLUTION.

9. Termination. These Terms will terminate upon the breach of these Terms. Upon termination, Customer shall (i) stop using and destroy the hardware, and (ii) destroy (and certify the destruction of), or return, all Confidential Information to Juniper.

10. Export. Customer agrees to comply with all applicable export laws, restrictions, and regulations and all applicable economic sanctions contemplated with the terms and conditions of the Shipping Terms Exhibit.

11. Notices. All notices shall be sent in writing by registered mail or receipted courier service to: (i) Juniper, to General Counsel, Juniper Networks, Inc., 1133 Innovation Way, Sunnyvale, CA 94089 USA; or (ii) Customer, to the address provided.

12. Governing Law. These Terms shall be governed by the laws of the State of California, without reference to California's conflicts of laws principles or application of the U.N. Convention on Contracts for the International Sale of Goods, and the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

13. Non-Waiver. A party's failure to enforce any provision herein shall not constitute a waiver of any future enforcement of that or any other provision herein.

14. Assignment. Juniper may assign this Agreement without the consent of Customer to an affiliated entity. Customer may not assign this Agreement without the written consent of Juniper, and any purported assignment without consent is void.