END USER LICENSE AGREEMENT
(January 2014 Release)

This Juniper End User License Agreement ("*Agreement*") governs Your rights and duties with respect to the Software. Capitalized terms used in this Agreement are defined in Section 28 (Definitions).

1. **License Grant.**

a.   When You purchase or rightfully receive a license to a Software product, Juniper grants You a worldwide, non-exclusive, non-transferrable right to install and use that Software for the term stated in Your Proof of Entitlement.

b.   As long as Your use of the Software does not exceed the quantity of License Metric units that You purchased,

c.   You may copy, install and use the Software on any device that supports it (and you may move the Software from one device to another), EXCEPT for operating system software (and any separately licensable Software products that may be included along with the operating system software in the object code image you receive from Juniper) and its Updates, all of which may only be installed and used on another Juniper Platform that You have purchased or leased from Juniper or an Approved Source for your own use and not for resale.

2. **Trust Based Licensing Model.** Most Software offered by Juniper employs no programmatic license enforcement. It is Your responsibility to both monitor Your usage level, and purchase sufficient License Metric units to meet Your Software usage.

3. **License Name.** Each Software product is identified by unique name. This name, when combined with a Version number corresponds to a specific base set of product features and functionality identified to that Version of the Software in Juniper's Feature Documentation.

4. **Term of License.**

a.   Subscriptions. If Your license is a Subscription, then the term of the Subscription shall be 12 months unless Your Proof of Entitlement states otherwise. You may, however, renew or reinstate Your Subscription subject to the terms of the Applicable SDD. Subscription renewals are subject to terms of Juniper's then-current *EOL and EOS policies and procedures* (see http://juniper.net/support/eol/) ("*EOL/EOS Policies*").

b.   Special Purpose Licenses. If Your license is a Special Purpose License (see Section 6, below), then its term shall be that stated in Your Proof of Entitlement. If You have no Proof of Entitlement or if Your Proof of Entitlement fails to state a license term, then the term of Your license shall be 90 days from date that You first received the Software, whether via download or otherwise.

c.   Perpetual Licenses. If You have a valid Proof of Entitlement that states that Your license is "Perpetual," then, except as stated below, Your license is perpetual, subject only to termination for nonpayment of license fees or other breach of this Agreement. An otherwise Perpetual License to Embedded Software nonetheless terminates if and when You sell or otherwise transfer the Juniper Platform on which You use it, or when Your lease to that Juniper Platform terminates.

5. **License Metrics. License Metrics include the following:**

a.   *Core* – the number of Cores available for any instance of Software to operate on, where "Core" means an individual processing unit that is embedded in a computer processor. A processor may contain multiple Cores. If one or more instances of Software is installed for use on a virtual machine, then the number of Cores assigned to the virtual machine will be counted as available for such instance(s) of Software.

b.   *CPU Socket* – the number of CPU Sockets available for any instance of Software to operate on, where "CPU Socket" means a mechanical component that provides electrical connectivity between a microprocessor and a printed circuit board. If one or more instances of Software is installed for use on a virtual machine, then the number of CPU Sockets assigned to the virtual machine will be counted as available for such instance(s) of Software.

c.   *Events per Second* - the maximum rate of Events per second that the Software, as deployed, is capable of detecting, logging, recording, monitoring, analyzing or otherwise acting upon or processing. For purposes of this metric, "Event" means a condition or state in the network, including a condition or state in a data path in the network, in an element of the network or in a device connected to the network. If multiple instances of the Software are used, then total Events per Second is the sum of the maximum rates across all such instances.

d.   *Flows per Second* - the maximum rate of sequences of packets per second from a source device to a destination that the Software, as deployed, is capable of detecting, logging, recording, monitoring, analyzing or otherwise acting upon or processing. If multiple instances of the Software are used, then total Flows per Second is the sum of the maximum rates across all such instances.

e.   *Managed Users* – the number of individuals to which You and Your direct customers grant access for one or more services furnished, managed, or provisioned by any instance of the Software. A Managed User who accesses such services through multiple devices is nonetheless counted as a single Managed User.

f.   *Network Element* – the number of physical or virtual devices that are recognizable by any instance of the Software as devices that it may administer, monitor, manage, provision, or otherwise act upon.

g.   *100Mbps* – the maximum rate of total bits of throughput (inbound or outbound) per second (measured in 100Mbps per second units) that the Software, as deployed, is capable of detecting, monitoring, or otherwise acting upon or processing. If multiple instances of the Software are used, then total 100Mbps is the sum of the maximum rates across all such instances.

h.   *Gbps* - the maximum rate of total bits of throughput (inbound or outbound) per second (measured in Gbps per second units) that the Software, as deployed, is capable of detecting, monitoring, or otherwise acting upon or processing. If multiple instances of the Software are used, then total Gbps is the sum of the maximum rates across all such instances.

i.   *Other Forms of License.* Other License Metrics may be defined for specific Software products in a "Software-Specific Entitlement Addendum" ("SSEA").

6. **Special Purpose Licenses.** Special Purpose Licenses may not be used for any production or commercial application. License Metric limitations do not apply to Special Purpose Licenses.

a.   Demonstration Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Demonstration Use" or with words of like meaning, AND if You are a Juniper-authorized distributor or reseller, then for the license term You may use the Software but only to demonstrate features and performance of the Software to prospective buyers and only while You remain a Juniper-authorized distributor or reseller.

b.   Research and Development Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Research and Development Use" or "Lab Use" or with words of like meaning, then for the license term You may install and use the Software but only for internal research and development.

c.   Evaluation Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Evaluation Use" or with words of like meaning, or if You have no Proof of Entitlement, then for the license term (Section 4, above) You may install and use the Software but only for internal evaluation of the Software.

d.   Education Use-based License. If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as "Educational Use, "Training Use" or with words of like meaning, then for the license term You may install and use the Software solely as a training tool in a Juniper-authorized class that You conduct in the use of that Software. You may so use the Software only while You are operating under a valid and active Global Academic Alliance agreement or Authorized Education Partner agreement with Juniper. You may not, however, allow anyone to access the software other than the instructor and the students duly enrolled in the class, and You may not allow students to copy or download or remove any copy of Software or to use the Software other than for conduct of coursework.

7.   **Maintenance Services; Updates.**

a.   General. Subject to its EOL/EOS Policies, Juniper makes available the maintenance services (the "***Maintenance Services***") described in the "***Applicable SDD***", which means (i) for Software other than operating system software, the Juniper Care Software Advantage Service Description Document at http://www.juniper.net/support/guidelines.html, or (ii) for operating system software, the Juniper Care Service Description Document at http://www.juniper.net/support/guidelines.html. All Maintenance Services are subject to the terms and conditions of this EULA and the Applicable SDD.

b.   Subscriptions. If Your Software is licensed under a Subscription, then during the term of the Subscription, Juniper shall provide Maintenance Services for that Software at no additional charge.

c.   Special Purpose Licenses. Juniper has no obligation to furnish Maintenance Services of any kind for Software licensed under Special Purpose License.

d.   Maintenance Contracts for Licenses other than Subscriptions.

i.   If your license is not a Subscription or a Special Purpose License, then Maintenance Services are available only if you purchase them at an additional fee.

ii.   If Your license is not a Subscription or a Special Purpose License, then You must purchase and pay for a support contract that meets all of the following requirements:

A.   The contract must be for at least the initial twelve (12) months of Your license.

B.   The contract must cover all of Your License Metric Units of the Software;

C.   The contract must provide at least for the Maintenance Services as described in the Applicable SDD or their substantial equivalent; AND

D.   The contract must either be purchased from Juniper or its Approved Sources, or from a Juniper-authorized Support Service Specialist; provided that if you purchase the contract from a Support Service Specialist, you acknowledge and agree that

1.   Support Service Specialist has **not** entered into or performed under that contract either as an partner, joint venturer, employee or agent of Juniper and

2.   Your sole recourse for any breach of such contract or damage or loss arising out of or relating to such contract shall be solely against the Support Service Specialist.

e.   Updates. Updates are available to You only as a part of Maintenance Services. By downloading or taking delivery of any Update, Your rights with respect to the Update are subject to the terms the latest revision of this Agreement posted at the time of Your receipt of the Update, any applicable SSEA, the then-current Applicable SDD, then-current EOL/EOS Policies, and Your Proof of Entitlement for the Software. Your rights to use the Update are also subject to Your ceasing all use of the replaced Software (or, as the case may be, the replaced portion of the Software in the case and Update is provided in form of a patch).

8.   **Certain License Restrictions, Limitations and Prohibitions.** This Section 8 supersedes any contrary provision elsewhere in this Agreement and applies to all varieties of licenses, whether Special Purpose Licenses, Subscriptions, Perpetual or otherwise:

a.   No Rights or Licenses Implied. Licenses or rights in the Software not expressly granted in this Agreement shall not arise by implication or otherwise.

b.   Approved Source. You shall have no right or license in the Software unless You rightfully received the Software from an Approved Source.

c.   No Sublicensing or Assignment. You may not sublicense, transfer or assign, whether voluntarily or by operation of law, any right or license in or to the Software or under any Proof of Entitlement. 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.

d.   You are Sole Licensee. No rights or licenses in the Software or any Maintenance Services shall arise under this Agreement in favor of anyone other than You.

e.   Separately Licensable Software. The software image that contains Software product that You license from Juniper or its Approved Sources might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Features and functionality are not included in your license to the revision of the Software product you licensed unless a feature description for that version of the Software identifies those features and functionality as being included.

f.   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 Software.

g.   Other Use Restrictions and Prohibitions. You shall ***not***, directly or indirectly:

▪   Decompile, disassemble or reverse engineer the Software or modify, unbundle, or create derivative works based on the

Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires Juniper to provide interface information to You to adapt the Software, 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.

▪ Copy the Software except for archival purposes or as necessary for You to install and make use of the Software as expressly licensed by Juniper.

▪ Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image you have received even if that any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);

▪ Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) 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 terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to Juniper for compliance with all provisions of this Agreement;

▪ Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by Juniper; or

▪ Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity.

9. **License and Maintenance Contract fees; Taxes.**

a. Fees. Unless otherwise specified in an SSEA, Your Proof of Entitlement or a separate written agreement between You and Juniper, License fees, Subscription fees and Maintenance Contract fees are due and payable in advance upon acceptance of Your purchase order.

b. Taxes. All prices and fees payable in respect of any license to Software (including any Subscription) or any Maintenance Contract entered into with Juniper are exclusive of tax. You shall be responsible for paying taxes arising from the licensing or delivery of Software (including any Subscription) or purchase of Maintenance Services. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper prior to invoicing, and You shall promptly notify Juniper if Your exemption is revoked or modified. All payments that You make shall be net of any applicable withholding tax. You will provide reasonable assistance to Juniper in connection with such withholding taxes by promptly providing Juniper with valid tax receipts and other required documentation showing Your payment of any withholding taxes; completing appropriate applications that could reduce the amount of withholding tax to be paid; applying for reduced tax rates; and notifying and assisting Juniper in any audit or tax proceeding related to transactions hereunder. You shall comply with all applicable tax laws and regulations, and You will promptly pay or reimburse Juniper for all costs and damages related to any liability incurred by Juniper Networks as a result of Your non-compliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. Your obligations under this Section 9.b shall survive termination or expiration of this Agreement.

10. **Termination.**

a. Early Termination for Breach. If at any time You

    i. fail to make timely payment of any applicable fees due in respect of Software licensed or Maintenance Services, or

    ii. use the Software in excess of Your purchased License Metric units but fail timely to notify Juniper of such excess use and purchase and pay for additional License Metric units as required under subsection 11.b, below, or

    iii. otherwise breach any term of this Agreement or the Applicable SDD,

then Juniper may, in addition to any other remedy to which it may be entitled, terminate Your license to the Software and any rights You may have to Maintenance Services.

b. Termination for Insolvency. Either party may terminate the SVC Contract or Subscription, 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.

c. Effect of Termination or Expiration. If Your license term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to Juniper all copies of the Software and related documentation in Your possession or control.

d. Survival. The provisions of Sections 7 through 28 shall survive termination or expiration of this Agreement.

11. **Recordkeeping and Audit.**

a. Your Duty to Monitor Use. You agree to monitor Your use of all Software and generate accurate, complete and auditable records of levels of that use.

b. Reports of Excess Use; Purchase of Additional License Metric Units. If at any time Your maximum level of use of the Software exceeds the number of License Metric units You have purchased, then on or before ten days after the last day of the calendar quarter in which Your level of use first exceeded that limit, You shall (i) notify Juniper in writing of Your maximum level of use and (ii) order and purchase sufficient License Metric units (in increments of the applicable minimum allowable number of License Metric units) to meet or exceed the maximum level of use of the Software during such calendar quarter,. Your SSEA, Proof of Entitlement or separate written agreement with Juniper may require You to report on Your usage more often. Failure either to timely report such excess use or to timely purchase and pay for the required additional License Metric units in accordance with this subsection 11.b shall be a material breach of this Agreement.

c. Juniper's Right to Audit. In order to enable Juniper to verify Your compliance with this Agreement, You shall, throughout the term of the license and for three years thereafter, provide to Juniper and its professional advisors access to such facilities, personnel, records and reports as reasonably necessary for it to validate compliance with this Agreement. Such for their inspection and copying

    i. all Software monitoring records generated and maintained under this Section 11, and

ii.   all other written or electronic data and reports that You generate or receive relevant to a determination of whether You have complied with this Agreement.

d.   If any inspection under subsection 11.c discloses that You used the Software in excess of applicable License Metric units and failed timely to comply with subsection 11.b, then on notice of the inspection results, You shall immediately

e.   purchase and pay for sufficient additional License Metric units (in increments of the applicable minimum allowable License Metric units) to meet or exceed Your maximum level of use of the Software have been required to Your use from at any time exceeding Your purchase License Metric units;

f.   purchase and pay for Maintenance Contracts sufficient to cover Your new total number of License Metric units;

g.   pay late payment fees accruing on the purchase price of such additional License Metric units and on the amount of underpayment in respect of contracts purchased or required for Maintenance Services at a rate of 1% per month for each calendar month since the month on which Your use first exceeded Your License Metric units; and

h.   pay the reasonable costs incurred by Juniper in conducting the audit.

The remedy stated in this Section 11.d is in addition to any other remedy Juniper may otherwise have.

12.   **Statements of Product Direction, Benchmarking Results.**

a.   Juniper may from time to time disclose information related to its development and plans for future products, features or enhancements ("SOPD"). SOPD information is subject to change at any time, without notice. Except as may be set forth in definitive agreements for the potential transaction, Juniper provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Except as may be set forth in definitive agreements for the potential transaction, You should not base purchasing decisions upon reliance of timeframes or specifics outlined in an SOPD, because Juniper may delay or never introduces the future products, features or enhancements.

b.   "Confidential Information" includes any SOPD, any results of any benchmarking or other testing You perform on the Software or any information disclosed by one party to the other relating to the Software or any Maintenance Services (i) in tangible form if it is designated "Confidential" or "Proprietary"; (ii) orally, if also summarized in writing and delivered to the other party within 30 days of disclosure; or (iii) that 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 that: (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.

c.   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 of its employees and representatives that both (i) may have a need to know for purposes of internal evaluation in the case of any SOPD or otherwise for Your internal purposes in configuring, installing, using or supporting the Software and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement. No rights or licenses to intellectual property in Confidential Information are granted by either party under this Agreement, whether express, implied or otherwise.

d.   All Confidential Information will be returned 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.

e.   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.

13.   **Your Data.** Unless Juniper otherwise agrees in a signed writing, You shall not disclose or provide Juniper access to any personally-identifiable information, whether in data or any other form. You shall be solely responsible for all consequences of any such disclosure or grant of access.

14.   **Ownership.** Juniper and Juniper's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

15.   **Limited Warranty.**

a.   SOFTWARE LICENSED FOR RESEARCH AND DEVELOPMENT USE, EVALUATION USE, DEMONSTRATION USE OR EDUCATIONAL USE ARE FURNISHED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESSLY OR IMPLIED. For any other license of Software under this Agreement, Juniper warrants for Your sole benefit that for a period of ninety (90) days from the commencement of the license term (herein, the "*Warranty Period*"), the media on which Software is delivered, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. You may not make a warranty claim after lapse of the Warranty Period. YOUR SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF JUNIPER FOR BREACH OF ANY WARRANTY UNDER THIS SECTION 15 SHALL BE THE REPLACEMENT OF THE MEDIA CONTAINING THE SOFTWARE.

b.   Restrictions: No warranty will apply if the Software (or the hardware on which the Software operates) (i) has been altered, except by Juniper; (ii) has not been installed, operated, repaired, or maintained in accordance with documentation and instructions supplied by Juniper; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed solely for Research and Development Use, Lab Use, Evaluation Use or Demonstration Use or if the Software is beta software or otherwise not commercially released. In addition, neither the Software nor any Juniper hardware system on which it may be installed is designed or intended for (i) use in the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; (iii) operating life-support or life-critical medical equipment or (iv) incorporation in a dwelling or for personal, family, or household purposes or otherwise for use as a consumer product, and Juniper disclaims any express or implied warranty of fitness for such uses. You are solely responsible for backing up its programs and data to protect against loss or corruption. **JUNIPER WARRANTY OBLIGATIONS DO NOT**

INCLUDE INSTALLATION, REINSTALLATION OR MAINTENANCE SERVICES OF ANY KIND.

c.   JUNIPER DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

d.   <u>Disclaimer of All Other Warranties.</u> EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 15, TO THE EXTENT PERMITTED BY LAW JUNIPER DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

16. **Limitation of Damages. To the extent permitted by law,**

a.   IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF JUNIPER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS TO YOU FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE), EXCEED THE GREATER OF (I) ONE HUNDRED US DOLLARS ($100.00) IN THE AGGREGATE OVER ALL COPIES OF ANY AND ALL SOFTWARE LICENSED TO YOU BY JUNIPER OR ANOTHER APPROVED SOURCE; OR (II) THE PRICE PAID TO JUNIPER FOR LICENSED RIGHTS TO THE SOFTWARE, FOR THE SUBSCRIPTION OR FOR THE CONTRACT FOR MAINTENANCE SERVICES, WHICHEVER GAVE RISE TO THE CLAIM.

b.   IN NO EVENT SHALL ANY BREACH BY JUNIPER IN CONNECTION WITH ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE OR WITH ANY DUTIES RELATING TO FURNISHING YOU WITH MAINTENANCE SERVICES EXCUSE YOUR UNAUTHORIZED USE OF SOFTWARE OR IMPAIR JUNIPER'S RIGHT TO TERMINATE ANY LICENSE BASED ON YOUR BREACH OF THIS AGREEMENT.

c.   NEITHER JUNIPER NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS 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 ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SOFTWARE, TO USE OF THE SOFTWARE OR TO ANY MAINTENANCE SERVICES.

d.   BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

e.   TO THE EXTENT PERMITTED BY LAW, JUNIPER DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE SOFTWARE OR ITS LICENSING TO OR USE BY ANYONE OTHER THAN YOU. You shall defend, indemnify and hold Juniper harmless from and against any liability, damages, loss or cost (including attorneys' fees) arising out of or relating to any dispute, lawsuit, administrative hearing, arbitration or settlement based on any claim by a party other than You relating to that You originally licensed (or relating to a service You offered involving use of the Software).

f.   Juniper has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability stated above. Those disclaimers and limitations reflect an allocation of risk between the Parties, and they form an essential basis of the bargain between the Parties.

17. **Compliance with Laws; Export Requirements.** You shall comply with all applicable laws and regulations in connection with its movement and use of the Software and any Maintenance Services. You acknowledge and agree that the Software as well as related technical data and assistance that may be furnished in the course of the Maintenance Services may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that the Software was not furnished to You as a result of an export or re-export or import in violation of US or other applicable laws or regulations, that You are not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Software is located in or controlled from a site in a Group E country (Cuba, Iran, North Korea, Syria or Sudan), and that You are not using any Software or technology furnished hereunder or in connection with any Maintenance Services to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify Juniper if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to Juniper of an ultimate destination of the Software, You shall not export, either directly or indirectly, any Software 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. You understand and agrees that Juniper may without liability or breach impose certain restrictions and conditions on Maintenance Services in order to protect against violation of export control laws.

18. **Commercial Computer Software.** The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement and the Proof of Entitlement.

19. **Third Party Software.** Any licensor of Juniper whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were Juniper. In addition, certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating Juniper to make the source code for those portions publicly available (such as the GNU General Public License ("GPL") or the GNU Lesser General Public License ("LGPL")), Juniper will make those source code portions (including Juniper modifications, as appropriate) available upon request for a period of up to three years from the date of

distribution. You may obtain a copy of the GPL at http://www.gnu.org/licenses/gpl.html, and a copy of the LGPL at http://www.gnu.org/licenses/gpl.html, and a copy of the LGPL at http://www.gnu.org/licenses/lgpl.html. Open source information and information on contacting Juniper can be found at http://www.juniper.net/customers/support.

20.   **Governing Law.** This Agreement (including all documents incorporated herein) and the terms of any Maintenance Contract with Juniper, shall be governed by the laws of the State of California (without reference to its conflicts of laws principles). The provisions of the U.N. Convention for the International Sale of Goods shall not apply. The provisions of the Uniform Computer Information Transactions Act shall not apply. For any disputes arising under this Agreement or any Maintenance Contract that You may have with Juniper, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in the courts of the state of California (and the US District Court for the district of Northern California).

21.   **Force Majeure.** Except for Your duty to make payment for Software licensed or Maintenance Contracts purchased, and except for Your unauthorized installation or use of Software, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. Either party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.

22.   **Applicability of This Agreement.**

a.   Separate Signed Agreements. If You and an authorized representative of Juniper have signed a valid separate written agreement governing Your use of any or all Software licensed from Juniper, then with respect to that Software that signed agreement will take precedence over any inconsistent terms of this Agreement.

b.   Software-Specific Entitlement Addendum. As to certain Software, Juniper may post a Software-Specific Entitlement Addendum ("SSEA") on its website. The terms of that SSEA are incorporated into this Agreement as to the Software addressed by the SSEA. The SSEA shall take precedence over any inconsistent terms of this Agreement as to that Software.

c.   Transition Rules. If You licensed any Software from Juniper under a different End User License Agreement, then this Agreement shall apply to that Software if and when, following posting of this Agreement at http://www.juniper.net/support/eula.html, You either purchase additional license metric units for the Software, renew the license at the end of the license term or reinstate the license after the license expires.

23.   **Complete Agreement; Modifications.** This Agreement together with the Applicable SDD, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written related to the Software and Maintenance Services. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in subsection 23.a, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

a.   Future Modifications. Juniper may at any time post on its website (or that of its affiliates) modifications or restatements of this Agreement, any applicable SSEA, Applicable SDD, EOL/EOS Policies or any other policy or guideline referenced in this Agreement or the Applicable SDD. Any such modification shall govern the terms of Your license for any extension or renewal term of the license (or of any Subscription or Maintenance Contract, as applicable), but only if that extension or renewal term or reinstatement period starts after posting of the modification. (See also section 7.e., above, regarding application of modifications of this Agreement to Updates.)

24.   **Severability.** If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation have been written in the English language, and the Parties agree that the English version will govern.

25.   **Notification.** Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in a writing, if to Juniper then by email to- or by mail to 1194 N. Mathilda Ave., Sunnyvale, CA 94089 USA attn.: EULA Notices provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address (or by mail addressed to Your street address that is associated with Your user account for access to Juniper's Customer Support Center at **http://www.juniper.net/customers/support**. If You have no such user account, then notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for the Authorized Source from which You acquired Your license.

26.   **Waiver.** The failure of Juniper to require Your performance of any provision of this Agreement shall not affect Juniper's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.

27.   **Translations.** Several translations of this Agreement appear at http://www.juniper.net/support/eula.html. To the extent of any inconsistency between the English version of this Agreement and any non-English version the English version shall govern.

28.   **Definitions.** The following definitions apply to capitalized terms used this Agreement:

o   ***"Agreement"*** means this End User License Agreement.

o   ***"Applicable SDD"*** is as defined in subsection 7.a, above.

o   ***"Approved Source"*** is Juniper or a distributor or reseller authorized by Juniper to distribute Software and Maintenance Services in the territory in which You are located.

o   ***"Confidential Information"*** is as defined in Section 12, above.

o   ***"Customer"*** or ***"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 purchaser of a license to the Software from an Approved Source, (B) accepts the terms of this Agreement, (C) is identified as "Customer" or "End User" in the applicable Proof of Entitlement, if any, and (D) has registered by name with Juniper as end user of the Software.

o   ***"Embedded Software"*** means Software that is operating system software delivered installed on Juniper Platforms, together with Updates for that Software, but it includes only the features and functionality that are identified in Juniper's online feature documentation posted at Juniper's website as licensed with the Embedded Software.

o   ***"EOL/EOS Policies"*** are as defined in Section 4.

o   ***"Feature Documentation"*** for a particular Software Version or Release means Juniper's published User Guide, Release Notes and feature listings for that Version or Release.

o   ***"Juniper Networks"*** or ***"Juniper"*** means (a) Juniper Networks International B.V., if You have acquired its license rights to the Software for use in Europe, the Middle East, Africa, Asia or the Pacific Rim (excluding the Americas); or (b) Juniper Networks (U.S.), Inc., if You have acquired its license rights to the Software for use in North America, Central America or South America.

o   ***"Juniper Platform"*** means any hardware router, switch or other network hardware equipment or devices marketed and sold by Juniper.

o   ***"License Metric"*** is a metric defined in Section 5 or, for some Software, in an SSEA.

o   ***"Maintenance Services"*** for Software means the set of software maintenance services described in the Applicable SDD.

o   ***"Proof of Entitlement"*** is a Juniper order confirmation or other Juniper-issued written or electronic confirmation of Juniper's grant to You of a license. The Proof of Entitlement must identify You, the Software licensed, any applicable License Metric and, if applicable, the number of units of that License Metric that You purchased. The Proof of Entitlement must also indicate whether the license is a Subscription, the term of the license and, if it is a Special Purpose License, the kind of Special Purpose License. If Your license is to operating system software (as well as any separately licensable Software products that may be included along with the operating system software in the object code image you receive from Juniper) and its Updates, proof of Your purchase of the Juniper Platform on which the operating system software runs shall serve as Your Proof of Entitlement but only as long as You own or lease the Juniper Platform.

o   A ***"Release"*** is a particular object code image of a software product that is identified by a Release denomination starting with "x.y" followed by additional image identifying string. Commonly a Release denomination ends with "Rz" where "z" is one, two or more whole numbers each separated by a period. For example, Junos Space Network Director 1.5R1.6 is a Release of the Junos Space Network Director software product.

o   ***"Software"*** means the software product identified in Your Proof of Entitlement, and includes 1) machine-readable instructions and data, 2) components, files, and modules, 3) any accompanying audio-visual content, and 4) accompanying activation keys, if any, and 5) associated documentation. Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under a Subscription or contract for Maintenance Services.

o   ***"Special Purpose License"*** means any of the licenses described in Section 6 of the Agreement.

o   ***"SSEA"*** means a Software-Specific Entitlement Addendum to this Agreement that may include non-standard terms and conditions covering only a specified Software product or product group.

o   ***"Subscription"*** means a license to Software for a finite, fixed term of use that includes Your right to receive throughout the term of the Subscription and at no additional charge, support services under the terms of the Applicable SDD.

o   ***"Update"*** means software that is an upgrade, bug fix, patch or other revision of Software licensed hereunder that Juniper makes generally available free of incremental charge to customers purchasing a Maintenance Contract or Subscription. An Update may be a different revision of the Software that You originally licensed and, therefore, may have a different set of features and functionality.

o   ***"Version"*** means one or more Releases of a particular software product with a common "x.y" denomination in the first two places of the Release identifier. For example, Junos 12.2R1 through Junos 13.2R11 are all Releases under the same Version, whereas Junos 12.2R1 and Junos 12.3R1 are Releases under different Versions.