

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

JUNIPER NETWORKS, INC.

JUNIPER NETWORKS, INC. LICENSE, WARRANTY AND SUPPORT TERMS

1. **Definitions.** In this Attachment A and in the Entitlements (unless the Entitlement otherwise expressly provides), the following capitalized terms shall have the meaning set forth below:
- a. **“Authorized Users”** means the number of Users that Ordering Activity is licensed to have access to the Software.
 - b. **“Concurrent Users”** means the number of Users that Ordering Activity is licensed to have concurrently accessing the Software. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.
 - c. **“Ordering Activity”** or **“You”** means the legal entity or other business, governmental or not-for-profit organization that (A) is the original end user purchaser of a license to the Software from Juniper or a Juniper-authorized reseller, (B) accepts the terms of this Attachment A, and (C) is identified as Ordering Activity or end user in the applicable Entitlement or in the authorized reseller’s invoice for such license to the Software. If Software is lawfully received from Juniper or from an authorized reseller but there is no Entitlement, then “Ordering Activity” means the party that first so received the software from Juniper or its authorized reseller and accepts the terms of this Attachment A. (See Section 2.j, below, with respect to license limitations where there is no Entitlement.)
 - d. **“Device”** means any device such as a computer, handset, tablet, laptop, server, switch or router. A Device may also be a physical or virtual machine, hardware partition or blade.
 - e. **“Embedded Software”** means a copy of operating system software delivered embedded in or loaded onto Juniper hardware equipment when such equipment is sold by Juniper; PROVIDED, however, that no Separately Licensable Feature incorporated in such Embedded Software shall itself be deemed licensed along with the Embedded Software unless an Entitlement expressly so provides. If the Ordering Activity has an Entitlement to an Update of such Embedded Software, then such Update is itself deemed “Embedded Software” to the extent such Update would be deemed Embedded Software without regard to this sentence had it been delivered installed on the Juniper equipment.
 - f. **“End-point”** means any Device that terminates a network connection.
 - g. **“Entitlement”** means the set of documents issued by (or under authority granted by) Juniper that specify (i) the Software licensed (by Juniper product number), (ii) the license term, (iii) the Licensed Units, (iv) the authorized use, if any, (v) the Ordering Activity, and (vi) the GSA license fee charged, if any, and, if none is charged, the fact that the license was granted to Ordering Activity free-of-charge.
 - i. By way of illustration, “Entitlements” may be composed of, among other things, any of the following or combinations of the following, as long as together they meet the criteria of the preceding sentence: written agreement signed by Ordering Activity and Contractor, a product description in the Contractor GSA price list, a Contractor invoice, a Juniper-issued e-certificate, a Juniper-issued email transmitting authorization codes, as to Updates, or a Juniper website-posted Services Description Document.
 - h. **“Juniper”** means Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Ordering Activity has acquired its license rights to the Software for use in North America, Central America or South America.
 - i. **“Licensed Unit”** means a unit of measure by which Ordering Activity’s licensed use of Software is limited, as specified in the Entitlement. Examples of Licensed Units include, but are not limited to, seats, users, sessions, calls, connections, subscribers, clusters, nodes, devices, links, ports, events or transactions. Licensed Units may also be based on throughput (such as gigabytes per second), performance, configuration, bandwidth, interfaces, processing, or geographic scope. Some Licensed Units are defined in this Section 1 and those definitions shall apply to all Entitlements except as otherwise expressly provided in such Entitlements. Such defined Licensed Units include: Authorized Users, Concurrent Users, Device, End-point, Managed Device, Subscriber, and User.
 - j. **“Managed Device”** is a Device that (1) is recognized by the Software as authorized to be configured, administered, managed, provisioned, monitored or otherwise acted upon by the Software or (2) has been configured, administered, managed, provisioned, monitored or otherwise acted upon by the Software.
 - k. **“Network”** means a set of networked Devices or other network elements of the Ordering Activity that are under the common management and operational control of Ordering Activity, and in the case of an internet service provider are located within a single country unless Ordering Activity’s Entitlement otherwise expressly provides.
 - l. **“Separately Licensable Feature”** means any module, feature, function, service, application, operation, or capability furnished in combination within other Software (herein, collectively, “feature”), which feature is separately licensable from Juniper or its authorized resellers for additional fee based upon then-current GSA price list, whether such feature is ‘locked’ or key-restricted or even of the feature can be activated or used without a Juniper-issued product activation key.

- m. **“Software”** means an instance of a program, module, feature, function, service, application, operation, or capability of the Juniper or Juniper-supplied software either (i) identified in an Entitlement as licensed to Ordering Activity or (ii) made available to Ordering Activity by Juniper or a Juniper-authorized reseller for Evaluation Use. “Software” may also consist of an instance either of a Separately Licensable Feature distributed in combination with other Software and or of an Update of other Software.
- n. **“Subscriber”** is a Device, individual, Ordering Activity billing record or other identity that is recognized by the Software as authorized (presently, in the past or in the future) to receive services, usage, access or content which were, are or could be provided, managed, distributed, provisioned, billed or otherwise enabled by the Software.
- o. **“Subscription License”** means a license to Software with respect to which the Entitlement states a finite, fixed term of use for the Software and either identifies the license as a “subscription” or expressly includes the right to Updates throughout the fixed term of use without need to purchase a separate Support Contract.
- p. **“Support Contract”** means a support services contract that includes rights to receive certain Updates of the Software, which contract is either (i) a Juniper-issued contract purchased by Ordering Activity either from Juniper or from a Juniper-authorized reseller, or (ii) a support services contract issued by a support services provider to Ordering Activity under authorization granted by Juniper.
- q. **“Update”** means Software that is an update, upgrade, bug fix or other new releases of other Software. Updates are either **“Major Releases”** (meaning a revision of Software as determined by Juniper Networks to have significant additional functionality or improved performance) or **“Minor Releases”** (meaning a bug fix, maintenance release, service release or a revision of a software application as determined by Juniper Networks to be limited to minor additional functionality or corrections of errors). An Entitlement to Updates may for certain cases exclude Major Releases.
- r. **“Usage Monitor”** means a network management appliance or application software furnished to Ordering Activity (or approved in writing) by Juniper for monitoring use of the Software.
- s. **“User”** means Device, individual, Ordering Activity billing record or other identity usable to gain access to any Software functionality (whether or not such account is restricted to a particular Device). User may be an individual or another Device. In counting Users for purposes of measuring usage against the licensed number of “Authorized Users” or “Concurrent Users,” if a User can access the Software through another User each such User shall be counted separately,

2. **License Grant.** Subject to payment of the applicable GSA fees and subject to the terms of this Attachment A, Contractor grants to Ordering Activity a non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, and only within the restrictions and subject to the conditions set forth in the Entitlement and those set forth in this Attachment A. Unless otherwise expressly provided in the Entitlement:
 - a. **Embedded Software.** Ordering Activity shall use Embedded Software solely for execution on the unit of Juniper equipment originally delivered to Ordering Activity with such Software installed. Any Update of such Embedded Software that Ordering Activity has licensed under a Support Contract may be loaded and executed only on the Juniper equipment on which the originally licensed Embedded Software is authorized to execute. Further, if Ordering Activity also licenses any Separately Licensable Feature combined with or incorporated in the Embedded Software (whether in dormant or active form), Ordering Activity may use such Separately Licensable Feature only for execution on the Juniper equipment on which the Embedded Software is authorized to execute. The license term for any such Separately Licensable Feature or Update shall be as specified in its own Entitlement. Notwithstanding any other provision of this Attachment A, except as may otherwise be required by applicable law, no license is granted for installation or use of any Embedded Software or associated Update or Separately Licensable Feature on any Juniper equipment resold by anyone who is not an authorized reseller of such equipment.
 - b. **Single Instance/Single Device.** Except to the extent otherwise explicitly stated in the Entitlement (including, without limitation, where the Entitlement states that the license is a “Network License”) Ordering Activity shall use a single instance of the Software on a single Device and the quantity of all applicable Licensed Units shall be one (1).
 - c. **Non-transferability of Licensed Units.** Unless expressly permitted by the Entitlement, quantities of Licensed Units purchased separately are not allowed to be transferred or allocated between or among different licenses or instances of the Software.
 - d. **Separately Licensable Features and Updates.** Unless otherwise expressly stated in an Entitlement purchased by Ordering Activity, a license to a particular release of Software shall not entitle Ordering Activity to receive or use any Separately Licensable Feature delivered in combination with that Software or any Update of that Software.
 - e. **Network License.** If the Entitlement specifies that it is a Network License, Ordering Activity may allocate the applicable Licensed Units across the licensed number of Software instances provided that (i) such instances are all running on the Ordering Activity Network specified in Ordering Activity’s Entitlement; (ii) the total number of Licensed Units does not exceed the number licensed under that Entitlement and (iii) a Usage Monitor is used to validate (i) and (ii) and to report such usage to Juniper. Ordering Activity shall not alter or disable the Usage Monitor at any time during the term of the network license and shall not disable, alter or destroy the Usage Monitor, its connection to Juniper or any data collected by such Usage Monitor. If the network license is granted as to a particular number of Licensed Units, then all licensed copies of the software in the Ordering Activity Network may not be used to support in the aggregate more than that number of Licensed Units.

- f. **Updates.** Except as expressly provided below in Section 2.f, below, with respect to Subscription Licenses or as otherwise expressly provided in an Entitlement or Support Contract, Ordering Activity shall have no rights in any Update to Software, nor any rights to support services associated with such Software.
 - g. **Subscription License.** In case of a Subscription License of Software, Contractor through Juniper Networks shall make available to Ordering Activity during the term of the Subscription License the Supported Updates (as defined below) solely for support of the Ordering Activity's licensed copy(ies) of such Software during the term of the Subscription License, subject to the terms and conditions set forth below:
 - i. As used herein, "Supported Updates" as of any particular time during the term of the Subscription License means any Update of such Software then available generally to Ordering Activities who have purchased a Subscription License to such Software.
 - ii. Rights in Supported Updates. For each Supported Update, the Ordering Activity's rights in such Update will be subject to the same terms, restrictions and conditions as apply to the Software (including without limitation the terms, restrictions or conditions on use set forth in this Attachment A and in any "Entitlement" as it applies to the Software).
 - h. Specific license terms applicable to particular products:
 - i. Junos Space Software. If this license is granted in fulfillment of a Ordering Activity purchase order (or associated fulfillment documentation) placed with Contractor or any Contractor-authorized reseller or support services provider (including any Operate Specialist) for any package of Junos Space Software, then Ordering Activity is authorized to use Junos Space in a networked environment on the Ordering Activity Network identified in the Entitlement solely to manage Devices in such Ordering Activity Network, but only to the extent of Licensed Units specified in the Entitlement. If, instead, Ordering Activity's license in a package of Junos Space Software is granted in fulfillment of a feature of a Support Contract, the scope of the license shall be as set forth in that Support Contract, an associated Service Description Document or another associated Entitlement.
 - ii. Steel-Belted Radius or Odyssey Access Client Software – Ordering Activity shall use such Software on a single computer containing a single physical random access memory space and containing any number of processors. Use of the Steel-Belted Radius or IMS AAA Software on multiple computers or virtual machines (e.g., Solaris zones) requires multiple licenses, regardless of whether such computers or virtualizations are physically contained on a single chassis.
 - 1. The Global Enterprise Edition of the Steel-Belted Radius Software may be used by Ordering Activity only to manage access to Ordering Activity's enterprise network. Specifically, service-provider Ordering Activities are expressly prohibited from using the Global Enterprise Edition of the Steel-Belted Radius Software to support any commercial network access services.
 - i. If the Entitlement specifies "Research and Development Use", then Ordering Activity may only use the Software in Ordering Activity's own internal lab activities for research and development, excluding (A) research and development activities conducted as a paid contractor on behalf of a third party, and (B) any use of Software supporting, or installed or incorporated in whole or in part in, a product or service made commercially available or supporting live network traffic in the ordinary course of Ordering Activity's business.
 - j. If the Entitlement specifies "Lab Use", then Ordering Activity may only use the Software in Ordering Activity's own internal lab activities to evaluate and test network setup and configuration and feature testing, but excluding (A) lab testing or other activities conducted as a paid contractor on behalf of a third party, and (B) any use of Software supporting, or installed or incorporated in whole or in part in, a product or service made commercially available or supporting live network traffic in the ordinary course of Ordering Activity's business.
 - k. If there is no Entitlement, or if there is an Entitlement that specifies "Evaluation", "Demonstration" or "Trial" use then Ordering Activity may only use the Software for its internal evaluation or qualification of the Software (or the equipment in which it is embedded) and only in a development or test network environment in contemplation of potential future licensing for a commercial or other use.
 - l. Except to the extent otherwise required by applicable law or expressly provided in the Entitlement, this license is not sublicensable, transferable or assignable by Ordering Activity and any attempted sublicense, transfer or assignment shall be null and void.
3. **Use Prohibitions.** Notwithstanding the foregoing, this license does not permit the Ordering Activity to, and Ordering Activity agrees that it shall not, alone or through another party: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software; (b) make copies of the Software (except as necessary for backup purposes and as otherwise expressly permitted in the Entitlement); (c) remove any proprietary notices, labels, or marks on or in the Software; (d) distribute any copy of the Software to any third party, including Embedded Software in Juniper equipment sold in any secondhand market; (e) use any feature, function, service, application, operation, or capability embedded within Software (herein, collectively, "feature") where such feature is 'locked,' key-restricted or otherwise identified as not licensed for use without paying a separate fee, unless Ordering Activity first purchases the applicable license(s) and obtains a valid authorization from Juniper supported by an Entitlement explicitly authorizing such feature; this prohibition applies even if the feature can be activated or used without a Juniper-issued product activation key; (f) distribute any product activation key for the

Software provided by Juniper to any third party; (g) use the Software in any manner that extends or is broader than the uses purchased by Ordering Activity from Contractor or an authorized Contractor reseller; (h) use Embedded Software on non-Juniper equipment; (i) use Embedded Software (or make it available for use) on Juniper equipment that the Ordering Activity did not originally purchase from Contractor or an authorized Contractor reseller; (j) disclose the results of testing or benchmarking of the Software to any third party without the prior written consent of Juniper; (k) attempt to alter or deface any notice or marking on any copy of the Software or attempt to assign or transfer any rights (whether by contract, by operation of law or otherwise) under this Attachment A or under any Entitlement; (l) use any Update to which Ordering Activity may otherwise be entitled if either (1) at the time of acquiring such Update, Ordering Activity does not already hold a valid license to the original Software or (2) Ordering Activity has not paid the applicable GSA fee for the Update (or the Support Contract under which the Update is furnished); (m) deactivate or modify or impair the functioning of any Usage Monitor or any record, log or functionality designed to monitor, measure or limit use of the Software or compliance with the license terms of this Attachment A; (n) unless otherwise expressly provided in the Entitlement, permit any other User to use its access to any Software features or functionality in support of any business activity in which such other User for a fee grants third parties access to such features or functionality; or (o) use the Software or permit any User or any other third party to use the Software in violation of any applicable law or regulation or to support any illegal activity.

4. **Ownership.** Contractor and Contractor's licensors, respectively, retain ownership of all right, title, and interest (including copyright) in and to the Software, associated documentation, and all copies of the Software. Nothing in this Attachment A constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software or associated documentation.
5. **Limited Warranty.** Except as may otherwise be provided in the warranty posted in Exhibit A herein applicable to the Software, and except for Software excluded from warranty coverage under subsection (f), below, Contractor warrants for the sole benefit of Ordering Activity that for a period of ninety (90) days from the Start Date, 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, subject to the following:
 - a. In addition, with respect to Embedded Software embedded in Juniper security products, application acceleration products or certain other Hardware products, as more specifically set forth in Exhibit A herein, for a period of fifteen (15) days from the date a Ordering Activity receives such Hardware product Contractor will provide the Ordering Activity that purchased such Hardware product access to one (1) download of the most recent commercially-available revision of Software that is embedded in such hardware product. Ordering Activity may download the Software by going to <http://www.juniper.net/support>. Such download shall be treated as though it were an Update for purposes of this Attachment A. This right to download extends only to the Ordering Activity and not to any subsequent transferee of the Hardware product on which it is embedded;
 - b. In any event, THE REMEDY OF THE ORDERING ACTIVITY AND THE LIABILITY OF CONTRACTOR UNDER THIS LIMITED WARRANTY SHALL BE THE REPLACEMENT OF THE MEDIA CONTAINING THE SOFTWARE.
 - c. Restrictions: No warranty will apply if the Software (i) has been altered, except by Contractor through Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with 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 Evaluation Use or demonstration use or is beta software or otherwise not commercially released. In addition, Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Contractor disclaims any express or implied warranty of fitness for such uses. Ordering Activity is solely responsible for backing up its programs and data to protect against loss or corruption. Contractor warranty obligations do not include installation, reinstallation or backup support.
 - d. IN NO EVENT DOES CONTRACTOR WARRANT 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.
 - e. Nothing in this Attachment A shall give rise to any obligation on the part of Contractor to support the Software. Support services may be purchased separately. Any such support shall be governed by a separate, written support services agreement.
 - f. Exclusions: Software licensed for research and development use, lab use, evaluation use or demonstration use, shall be furnished "AS IS" and without warranty of any kind, expressly or implied.
 - g. Disclaimer of implied Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, TO THE EXTENT PERMITTED BY LAW CONTRACTOR 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 NON-INFRINGEMENT, 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, SUCH 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 ORDERING ACTIVITY SPECIFIC LEGAL RIGHTS, AND ORDERING ACTIVITY 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.

EXHIBIT A – STANDARD PRODUCT WARRANTY POLICY

Warranty Start Date:

“Start Date” as used in this policy means (i) the date this product is shipped from the manufacturing facilities of Juniper Networks, Inc. (“Juniper Networks”), or (ii) in the case of resale by an authorized Juniper Networks reseller, the date not more than ninety (90) days after original shipment of this product by Juniper Networks.

Limited Hardware Warranty:

Contractor warrants that for a period of one (1) year from the Start Date, the Juniper Networks hardware purchased by Ordering Activity (“Hardware”) shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser. In the event that Contractor receives notice during the warranty period that any Hardware does not conform to its warranty, Ordering Activity’s remedy, and Contractor’s liability, shall be for Contractor, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Contractor. Contractor will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Juniper Networks Repair Center. Actual delivery times may vary depending on the Ordering Activity’s location.

Limited 90-day Software Media Warranty:

Contractor warrants that for a period of ninety (90) days from the Start Date, the media, on which the software embedded in the Hardware (“Software”) is recorded, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The remedy of the Ordering Activity and the liability of Contractor under this limited warranty shall be the replacement of the media containing the Software. In addition, with respect to Software embedded in Juniper Networks security products, application acceleration products or certain other Hardware products, as more specifically set forth on <http://www.juniper.net/support> for a period of fifteen (15) days from the date a Ordering Activity receives such Hardware product, Contractor will provide the Ordering Activity that purchased such Hardware product access to one (1) download of the most recent commercially-available version of Software that is embedded in such product. Ordering Activity may download the Software by going to <http://www.juniper.net/support>. This right to download extends only to the original purchaser.

Restrictions:

No warranty will apply if the Hardware or Software (i) has been altered, except by Contractor through Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Contractor disclaims any express or implied warranty of fitness for such uses. Ordering Activity is solely responsible for backing up its programs and data to protect against loss or corruption. Ordering Activity warranty obligations do not include installation support.

Dead on Arrival (“DOA”):

For up to thirty (30) days from the Start Date, Contractor will provide expedited replacement of affected field replaceable units of Hardware that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, “fail to operate” shall mean a material failure to substantially perform in accordance with the Hardware’s technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Hardware performance. A new field replaceable unit will be shipped from a Juniper Networks’ manufacturing facility within two (2) business days of Contractor’s receipt and validation of Ordering Activity’s notification of an inoperative unit. Notification must be sent by Ordering Activity via online procedures set forth below. Defective Hardware must be returned within thirty (30) days of failure, or Ordering Activity pays purchase price of replacement Hardware.

Hardware Return Procedures:

Any defective item can only be returned if it references a return material authorization (“RMA”) number issued by authorized Juniper Networks service personnel. To request an RMA number, Ordering Activity must contact Juniper Networks Technical Assistance Center (“JTAC”) via the online resource available at the URL: <http://www.juniper.net/support>. JTAC will only assist Ordering Activities with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to JTAC will not be accepted unless the Ordering Activity has purchased a valid Juniper Networks service contract that is in effect as of the time of the call. The RMA number must be included on the outside carton label of the returned item.. Contractor through Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional Juniper shall invoice any transportation cost. If Juniper Networks determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be invoiced to the Ordering Activity.

Disclaimer:

EXCEPT AS EXPRESSLY SET FORTH ABOVE, CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, ORDERING ACTIVITY DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT ORDERING ACTIVITY WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

EXHIBIT B – JUNIPER CARE AND JUNIPER CARE PLUS

1. Definitions: In this Attachment A, the following definitions shall apply:

- a) "Advance Hardware Replacement Support Plan" means an advance hardware replacement support plan as described herein that has been purchased by Ordering Activity.
- b) "Attachment A" means (1) these Support Terms and Conditions.
- c) "Authorized Reseller" means an authorized reseller of Juniper Networks products, so authorized in exchange for its agreement to resell only such Juniper Networks product that it has purchased either directly from Juniper Networks or from a Juniper Networks-authorized distributor.
- d) "Business Day" in connection with a particular JTAC facility, Service Manager or other Juniper Networks resource supporting Juniper Networks Services means Monday through Friday, 8:00 a.m. to 5:00 p.m., in the time zone where such resource is located, excluding local holidays.
- e) "CSC" means Juniper Networks' Customer Support Center. The CSC is a web-based service that allows Operate Specialist to access a database of Software Releases, technical tools, frequently asked questions, Documentation, technical updates, Product information, pre-released Product information, bug reporting, and bug resolution. The CSC is available at the URL: <http://www.juniper.net/support>.
- f) "Documentation" means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Juniper Networks with Product or Services.
- g) "Ordering Activity" means the person or organization that originally purchases, leases or licenses Product and Services from Juniper Networks or an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- h) "Hardware" means tangible systems, assemblies, components, accessories and like tangible goods that Juniper Networks has released for sale and spare parts therefor available from Juniper Networks for use in repairing or replacing Hardware that is defective.
- i) "JTAC" means Juniper Networks' local Technical Assistance Center in the applicable geographic region.
- j) "Juniper Networks" means: Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Services will be provided in North America, Central America or South America.
- k) "Juniper Networks Services" means services purchasable by Ordering Activity from Juniper Networks or its Authorized Reseller and to be rendered by Juniper Networks for Ordering Activity.
- l) "Problem Resolution" means a resolution to a Problem that (i) causes Software and/or Hardware to substantially conform with the relevant Documentation; and/or, (ii) restores the service and operation of the Product without a material loss of functionality. Any Problem Resolution required hereunder will be delivered in Juniper Networks' next regularly scheduled major Supported Release.
- m) "Priority 1 Problem" means any fault in a supported Product that causes a catastrophic impact to an Ordering Activity's mission critical functionality. Examples of Priority 1 Problems include issues that cause the total loss or continuous instability of mission critical functionality such as the complete failure of an Ordering Activity's production network or system.
- n) "Priority 2 Problem" means any fault in a supported Product that causes a significant impact to an Ordering Activity's mission critical functionality. Examples of Priority 2 Problems include issues that are significantly impairing, but do not cause a total loss of mission critical functionality or intermittent issues that significantly affect mission critical functionality.
- o) "Priority 3 Problem" means any fault in a supported Product that causes minimal performance impact to business operations. Examples of Priority 3 Problems include issues in Products that do not impact mission critical functionality, non-repeated issues that temporarily impacted mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause significant adverse impact to a Product, or work-around in place for Priority 1 or Priority 2 issues.
- p) "Priority 4 Problem" means any non-conformance to Documentation that has no impact on business operations. Examples of Priority 4 Problems include information requests, standard questions on configuration or functionality of Products, non-urgent RMA requests or cosmetic defects.
- q) "Problem" means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem.
- r) "Problem Report" means a description of the Problem encountered when Ordering Activity submits a request to Juniper Networks for technical support. Each Problem Report will include a description of how to replicate the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by Ordering Activity and Juniper Networks consistent with the Problem priority levels defined herein. Ordering Activity shall submit

Problems Reports consistent with the Problem Report template which can be found in the JTAC User Guide at URL <https://www.juniper.net/customers/support/downloads/710059.pdf>.

- s) "**Product(s)**" means the Juniper Networks Hardware, Software and Documentation, or any part thereof, that is covered under valid and active Juniper Networks Care Service Contract purchased by Ordering Activity from Contractor.
- t) "**SDD**" means a Services Description Document posted at <http://www.juniper.net/support/guidelines.html>, provided for informational purposes only and referencing this Exhibit B of this Attachment A as governing terms for the services described therein.
- u) "**Service Contract**" or "**Juniper Networks Service Contract**" means any bundle of Juniper Networks Services purchasable by Ordering Activity which services bundles are described in the Services Offerings for Ordering Activities Website that are offered by Juniper Networks to Ordering Activities for the applicable Services Contract term, but excluding Resident Engineering, Resident Consultant or other on-site professional services, which are covered under separate services terms and conditions. As described in applicable SDD's, a Services Contract may also include a license of Software for the Services Contract term; provided that any such Software is subject to the terms of this Attachment A.
- v) "**Site**" means the Ordering Activity physical location where the Hardware is installed.
- w) "**Software**" means the machine-readable object code licensed and delivered by Juniper Networks to Ordering Activity, either directly or through Juniper Networks' Authorized Resellers, whether embedded in the Hardware or delivered separately, and includes Software Releases.
- x) "**Software Release**" means a new production release of Software made generally available by Juniper Networks for use by Ordering Activity.
- y) "**Supported Release**" at any time means any Software Release then still supported under Juniper Networks' then-current software EOL and EOS Notification Policy and Procedures (<http://www.juniper.net/support/eol/#software>; provided for informational purposes only); PROVIDED HOWEVER, that for Perpetual License Software (as defined in the SDD for Care Support services) licensed to a particular Ordering Activity, Supported Release excludes "Major Releases" (as defined in that same SDD) released after the Major Release that is deliverable with the underlying perpetual license purchased by the Ordering Activity.
- z) "**Work-Around**" means a temporary resolution of a Problem that restores the service and operation of a Product without material loss of functionality. A Work-Around may consist of a patch or instructions on how to avoid a Problem.

2. Contractor's Support Obligations.

Upon Contractor's acceptance of a valid purchase order from Ordering Activity for any Service Contract and Ordering Activity's payment of the applicable GSA fees, Ordering Activity will be entitled to receive such purchased Juniper Networks Services in accordance with the terms of this Attachment A.

- a) **Hardware Repair/Replacement.** Contractor through Juniper Networks will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware replacement support option purchased by Ordering Activity, subject to the terms set forth in Section 4. All returned Hardware must be returned in accordance with Juniper Networks' RMA process described in this Attachment A. Juniper Networks is not responsible for transportation or customs delays.
- b) **Technical Support.** In accordance with Section 5, Contractor through Juniper Networks will use its commercially reasonable efforts to:
 - i) Provide Ordering Activity access to all Supported Releases and related Documentation that Ordering Activity has licensed from Juniper Networks upon their general commercial release;
 - ii) Provide Ordering Activity with access to JTAC staff, who will work with Ordering Activity to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Juniper Networks management as needed; and
 - iii) Post web-based reports to the Customer Support Center.
- c) **On-Site Support.** If Ordering Activity has purchased a Juniper Networks Services Contract that includes on-site support (not available in all Territories), then, upon Ordering Activity's request, Contractor through Juniper Networks will use its commercially reasonable efforts promptly to dispatch a technician to the affected Site. If Ordering Activity requires on-site support but has not purchased a Juniper Networks Services Contract that includes on-site support, then, upon Ordering Activity's request and subject to payment of then-applicable GSA fees, Contractor through Juniper Networks will use commercially reasonable efforts to dispatch a technician to the affected site within a timeframe to be determined by Juniper Networks based upon the availability of resources. In such case, Ordering Activity will be billed at Contractor's then-applicable GSA rates for time and materials, and for reasonable travel and living expenses. In either case, provision of onsite support is subject to the following limitations:
 - i) On-site support is limited to Hardware replacement only; Contractor through Juniper Networks does not provide On-site assistance for software troubleshooting, or any software related issues.

- ii) On-site support may not be available for some Juniper Networks products or in some geographic regions and may require a "set-up" period before they can be made available to Ordering Activity. During such set-up period, Contractor through Juniper Networks will use commercially reasonable efforts to provide to Ordering Activity the closest available service with respect to such product line or in such geographic region. Next Day On-site is provided in the regional time zone of the Ordering Activity Site.
 - iii) For the Juniper Networks -IDP and Secure Access product lines, Contractor through Juniper Networks will only provide assistance with the delivery and initial set up of the Hardware. Ordering Activity is responsible for the reconfiguration and/or allowing JTAC access to the device to restore the Hardware to its last saved configuration status. Ordering Activity is responsible for maintaining a backup of the configuration that can be used to restore the device.
 - iv) Ordering Activity acknowledges that Contractor through Juniper Networks intends to subcontract to local affiliates or third parties the performance of On-site Support in certain countries.
- d) End of Life Procedures and End of Support. Contractor through Juniper Networks shall abide by the EOL and EOS Notification Policy and Procedures (<http://www.juniper.net/support/eol/>).
- e) Exclusions. Contractor through Juniper Networks is not obligated to provide any of the following:
- i) third-party devices (hardware, software cabling, etc. not provided by Juniper Networks or Problems associated with or arising directly or indirectly from such components;
 - ii) Problems with Product that have been installed by any party other than (A) Juniper Networks or (B) a party authorized by Juniper Networks; Problems with Product that have been modified without Juniper Networks' written consent by any person (including unauthorized modifications by Operate Specialist);
 - iii) Problems relating to incompatibility of the Product with third-party devices;
 - iv) Product that is damaged other than through the negligence or willful misconduct of Juniper Networks or its employees
 - v) Problems caused by the use of the Product other than in accordance with applicable Documentation
 - vi) problems with Products where Ordering Activity did not provide the required Product information set forth in Section 3 f);
 - vii) problems caused by the misuse or abuse of Product generally;
 - viii) Problems with Software that is not a Supported Release;
 - ix) Problems with Products that were not purchased directly from Juniper Networks or any authorized Juniper Networks reseller unless such products have been inspected, repaired and certified by Juniper Networks prior to the commencement of any Juniper Networks Services.
 - vi) problems with Products or parts thereof that are past their End of Life date, as provided in subsection 2(d) above.

Ordering Activity may, at its sole option, request that Contractor through Juniper Networks provide Support for one or more of the above excluded problems. If Juniper Networks does attempt to resolve one or more of the above excluded problems based on Ordering Activity's request, Ordering Activity agrees to pay for such Support at the then-applicable GSA rates for time and materials.

3. Contractor Obligations.

- a) Maintaining Supported Releases. All Supported Releases provided to Ordering Activity shall be subject to the terms of this Attachment A. Ordering Activity is not required to install every Supported Release as they become available from Juniper Networks. However, Ordering Activity acknowledges that in order to obtain Support for problems with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Problem Resolution, it may be required to upgrade to a Supported Release to address any such problems.
- b) Network Access. For any Problem identified as a Priority 1 Problem, Ordering Activity will provide Contractor through Juniper Networks or its authorized service representative access to the affected network environment, and will assign a technical contact for Juniper Networks. Furthermore, if Juniper Networks determines that its technical personnel need access to the Ordering Activity's network in order to remotely diagnose a problem, Ordering Activity will ensure that Juniper Networks' personnel have the necessary level of authorized access to such network as long as Contractor complies with Ordering Activity's security requirements. Ordering Activity shall have the right to observe such access.
- c) Staffing. Ordering Activity shall maintain a reasonable number of support engineers who are trained on Juniper Networks Products. Ordering Activity's support engineers must be proficient in the operation of the Products and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to Contractor through Juniper Networks' engineers of customer issues and responses will be conducted in English. Ordering Activity shall pay for Support rendered by Juniper Networks due to modifications not authorized by Juniper Networks at Contractor's then prevailing GSA rates for time and materials.

- d) Decommissioned Hardware. Ordering Activity may elect to cover all or none of its Product under this Attachment A except that, effective at the end of each annual term of this Attachment A, Ordering Activity may exclude Product that it has permanently decommissioned and identified in a written notice to Contractor through Juniper Networks at least 30 days prior to such decommission. In addition, Juniper Networks will grant Ordering Activity a pro-rated credit for any pre-paid support on Products that are permanently decommissioned or accidentally destroyed during an annual support term and Ordering Activity may use such credit for future service orders only.
- e) Configuration Files. Ordering Activity is responsible to maintain a backup of the configuration that can be used to restore the device.
- f) Product Information. In order for Contractor through Juniper Networks to provide the appropriate level of Support promptly and efficiently, Ordering Activity must provide to Juniper Networks the following information for each Product under a Support plan:
 - i) product license key or serial number;
 - ii) configuration;
 - iii) installation address; and
 - iv) Site contact person.

Ordering Activity may either provide the above Product information to Contractor through Juniper Networks in the purchase order for each Product. If Ordering Activity physically moves any Product from the original Site to another location, Ordering Activity must notify Juniper Networks immediately to update their support contract. Prior to Juniper Networks' receipt of such notification, Juniper Networks shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such Product.

4. Hardware Repair/Replacement.

- a) Hardware Return Procedure. In the event of Hardware failure, Ordering Activity must contact JTAC for Hardware failure validation and troubleshooting. After JTAC has validated the Hardware failure, Ordering Activity will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to Contractor through Juniper Networks must have a RMA number assigned prior to their return. Ordering Activities who are not under any Support Plan may purchase Support from Contractor at Contractor's then prevailing GSA rates for time and materials. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at Ordering Activity's expense.
- b) Hardware Replacement. If Ordering Activity has purchased a Hardware Replacement Support Plan, then Contractor through Juniper Networks will provide replacement part(s) to Ordering Activity in accordance with the Hardware Replacement Support Plan selected by Ordering Activity and include a return kit with each replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label, as applicable. Ordering Activity must follow the return instructions to return the defective Hardware or parts within 10 business days of failure or pay the purchase price of replacement parts for any Hardware.

5. Technical Support.

- a) Supported Releases. Contractor through Juniper Networks will make available Supported Releases and applicable Documentation, if any, to Ordering Activity as such releases become generally commercially available. Such Supported Releases shall be subject to the same Every Supported Release will be accompanied by written installation instructions. Ordering Activity's rights in Supported Releases are subject to this Attachment A.
- b) Access to JTAC. Ordering Activity's access to the JTAC shall be by telephone or web-based. The parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information
- c) Web-Based Technical Support. Contractor through Juniper Networks shall post to the Ordering Activity Support Center, on a regular basis, a report listing the following information:
 - i) bugs, errors, or deficiencies in the Software, and the classification of each;
 - ii) any resolutions or fixes; and
 - iii) any available Work Arouns.
- d) Technical Support Procedures. For each request by Ordering Activity for Technical Support from Contractor through Juniper Networks, Ordering Activity shall provide Juniper Networks with a Problem Report. Juniper Networks shall identify each discrete issue relating to a Problem Report with a unique "Case Number" for tracking purposes. Upon request by Ordering Activity, Juniper Networks shall provide a "Status Report" on any Problem logged for Ordering Activity provided that Ordering Activity identifies the particular Problem by the Case Number assigned to it by Juniper Networks. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Problem Resolution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for

Ordering Activity shall remain open until closure notification is received from Juniper Networks and accepted by Ordering Activity. By mutual agreement between Ordering Activity and Juniper Networks, Problems shall be categorized and handled according to the procedures set forth below:

- i) **P1 – Priority 1 Problems.** If the Problem is identified as a Priority 1 Problem, the Juniper Networks' Ordering Activity Service duty manager will be immediately notified of any Priority 1 Problems to ensure engagement of all appropriate resources. Contractor through Juniper Networks and Ordering Activity shall work continuously (on a 24x7x365 basis), and shall use all commercially reasonable efforts, to work with Ordering Activity's dedicated resources to resolve the Priority 1 Problem until a Work Around or a Problem Resolution is successfully implemented. If a Priority 1 Problem is not resolved within a maximum of 1 hour from the time it is classified as such by Juniper Networks, Juniper Networks' Ordering Activity Service will confer with the appropriate Juniper Networks' engineering subject-matter expert. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in Ordering Activity's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Ordering Activity with a Work Around. If a Work Around is successfully implemented, a Priority 1 Problem shall be reclassified to the appropriate priority level. Subject to the foregoing, Juniper Networks will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Priority 1 Problem having been observed or reproduced by Juniper Networks.
- ii) **P2 – Priority 2 Problems.** If the problem is classified as a Priority 2 Problem, Contractor through Juniper Networks and Ordering Activity shall work full-time during normal business hours (extending to 24 hours per day as needed), and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in Ordering Activity's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Ordering Activity with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or Problem Resolution within 5 calendar days of a Priority 2 Problem being reported to Juniper Networks by Ordering Activity.
- iii) **P3 – Priority 3 Problems.** If a problem is classified as a Priority 3 Problem, Contractor through Juniper Networks and Ordering Activity shall work full-time during normal business hours, and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in Ordering Activity's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Ordering Activity with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or a Problem Resolution within 30 calendar days of a Priority 3 Problem being reported to Juniper Networks by Ordering Activity.
- iv) **P4 – Priority 4 Problems.** Contractor through Juniper Networks shall use commercially reasonable efforts to work with Ordering Activity during normal business hours to provide information or assistance as requested. Juniper Networks will use all commercially reasonable efforts to provide a Work Around, Problem Resolution or other requested assistance within 90 calendar days of a Priority 4 Problem being reported to Juniper Networks by Ordering Activity.

The response times set forth in this Section 5 d) constitute targeted goals of the Technical Support to be provided by Contractor through Juniper Networks to Ordering Activity, and it is understood that Juniper Networks shall use commercially reasonable efforts to attempt to resolve any Problems within the target times set for the relevant priority level. The parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute a breach of Juniper Networks' obligations under this Attachment A.

- e) **Escalation Management.** In addition to setting priority levels for reported Ordering Activity problems, Contractor through Juniper Networks will provide the following systematic escalation management for Problems:

Owner	Priority 1	Priority 2	Priority 3	Priority 4	Priority 2	Priority 3	Priority 4
Manager, Technical Support	1 hour	12 hours	15 days	30 days			
Director, Customer Service	2 hour	24 hours					
Vice President, Customer Service	4 hours	96 hours					
Vice President, Engineering and Sales	4 hours						
Executive Vice President, Operations and Field	24 hours						

Owner	Priority 1	Priority 2	Priority 3	Priority 4	Priority 2	Priority 3	Priority 4
Operations							

Hardware Repair/Replacement Support

Return-to-Factory

With this option, Ordering Activity may return a defective Juniper Networks product to a Juniper repair facility where it is replaced or repaired within 10 business days. The 10-business-day period begins upon receipt of the defective unit by Juniper at a Juniper repair facility.

Next-Day (not available in all jurisdictions)

The Next-Day option means that Juniper Networks delivers advance replacements for defective hardware on the next business day for replacement requests placed by 3 p.m. local JTAC time, Monday through Friday, except Juniper Networks' regional holidays. For countries where Juniper Networks does not have an in-country depot and next-business-day delivery is unavailable, Juniper will ship the replacement part within 24 hours of the replacement authorization. Actual delivery will be subject to local customs and importation, restrictions, and transportation delays. ("Next Business Day" is defined as 12 hours a day, 5 days a week.).

Same-Day (not available in all jurisdictions)

Same-Day delivery means that Juniper Networks delivers advance replacements for defective hardware or part(s), 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure and replacement authorization by Juniper Networks, to Ordering Activity's physical site if it is located within 50 miles of an authorized Juniper Networks parts depot.

Onsite (not available in all jurisdictions)

When JTAC determines that onsite support is required, an experienced service technician who is trained on Juniper products will be dispatched to the customer site. Upon arrival, this technician will work under the direction of a JTAC engineer to solve the problem(s). If required, a replacement product will already be at the site. The technician will perform tasks as directed by JTAC, and as outlined in the existing Global Service Operations (GSO) policy "Customer Onsite Service Support." Furthermore, the technician will be released from the site upon approval of the JTAC engineer, with concurrence from the customer. The technician will assist with packing up and removing any defective products.