

# JUNIPER NETWORKS GENERAL TERMS AND CONDITIONS OF PURCHASE

**1. Acceptance and Formation of Agreement.** Except to the extent Juniper Networks ("Juniper") states on the face of this Order that other terms and conditions shall apply, this Order constitutes Juniper's exclusive and complete offer. Any outstanding offer or quotation by Seller is hereby rejected. Acceptance of this Order is expressly limited to Seller's acceptance of all terms herein without modification and without addition of any terms. Seller's assent to the terms and conditions of this order is conclusively established by Seller's shipment of any of the goods or by Seller's commencement of execution of the Order or its commencement of rendering any of the services covered by this Order. Acceptance by Juniper of the goods or services described in this Order is not agreement by Juniper to any terms and conditions of Seller set forth in Seller's acknowledgement, quotation, invoice, sales order or the like, all of which are rejected by Juniper. The Order when executed by Juniper, together with any specifications, drawings and documents executed by Juniper or referred to herein, which by this reference are all made a part hereof, constitutes the entire agreement (the "Agreement") between Seller and Juniper with respect to the goods and services and supersedes all other written or oral understandings relating to the sale of the goods and services by Seller to Juniper. Trade custom, trade usage and course of dealing are superseded by this Agreement and shall not be applicable in the interpretation of this Agreement in the event of any conflict between any documents referenced on the front side of this Order and the terms and conditions of the Order, then this Order will govern. This Agreement may not be modified, supplemented, waived or changed in any way except by a written instrument signed by Seller and a duly authorized representative of Juniper.

**2. Warranty.** In addition to any and all implied warranties and other rights which Juniper may have, Seller expressly warrants that all articles, materials, parts and work covered by this Order will conform to the specifications, drawings or other description furnished or adopted by Juniper and will be new, of merchantable quality, fit for its particular purpose, free from defect in materials, workmanship and design and free of all liens, restrictions, reservations, encumbrances and security interests. It is specifically agreed that the above warranties shall survive inspection, test and acceptance. This warranty shall run to Juniper, its successors, assigns and customers and to the users of its products.

At the request of Juniper, Seller shall promptly, at no cost to Juniper, either repair or replace (and prepay all packing and transportation costs of) any goods or services that do not conform to the foregoing

warranty. Seller shall also be liable for all costs, expenses, incidental and consequential damages, penalties and other damage or cost incurred by Juniper which result from any goods or services not conforming with the foregoing warranty or any other provision of this Agreement, including without limitation, costs incurred in recalling any product and shipping and redelivery costs. Any defective material returned to Seller shall be returned freight collect to Seller per routing instructions of Juniper. Replacement material shall be sent freight prepaid from Seller. Seller shall absorb the costs of premium transportation when defective or replacement material places actual time or delivery schedule constraints on Juniper.

**3. Delivery Schedule/Termination.** Seller shall deliver the goods and/or services according to the quantities and delivery dates scheduled on this Order. Time is of the essence in delivery. No partial shipments shall be allowed. Seller shall air freight/ship/deliver the required goods at its expense and shall be responsible for any loss, damage, including incidental and consequential damages that Juniper may suffer as a result of non-compliance to the delivery schedule. Juniper may at its option alternatively approve a revised delivery schedule or may terminate this Order without any liability to Seller on account thereof except for goods previously delivered and accepted. In addition, Juniper shall be entitled to postpone any delivery with 15 days notice.

**4. Transportation/shipping.** Unless stated otherwise, transportation of goods purchased shall be FOB as detailed in the front face of this Order. In the country's origin where Juniper's appointed forwarders exist shipment shall be made via such forwarder as mentioned in this Order unless otherwise agreed to in writing by Juniper. In case of dispute on shipping terms and conditions the international "Incoterms (2000)" will be applied.

**5. Prices.** If no price is stipulated herein, the goods shall be charged at prices not exceeding last previously quoted or charged Juniper. Seller represents and agrees that Juniper shall be seller's most favored customer. Under this status, the price for each product sold hereunder shall be no higher than price charged by Seller to any other customer for the same, equivalent or similar products delivered during the same fiscal quarter, regardless of terms or volumes. In addition, Seller represents and agrees that the terms and conditions of sale to Juniper shall be no less favorable to Juniper in every instance as those offered or agreed upon by Juniper to any other customer unless Seller shall obtain the written agreement of Juniper after disclosure of such other terms to Juniper.

**6. Packing List.** An itemized packing slip bearing Juniper's order number as shown hereon must be left with the goods to ensure their receipt. If delivery is to be made by carrier an itemized delivery ticket must be attached to the outside of the package. Each container must be marked to show the purchase order number.

**7. Change; Cancellation Charge.** Juniper shall be entitled to replace any order for other products produced by Seller unless otherwise specifically agreed by Seller in writing. Juniper shall have the right to make changes in the order, but no additional charge will be allowed and no change will be effective unless authorized in writing by Juniper. If such changes affect delivery, quality, quantity or price, Seller shall notify Juniper immediately and negotiate an adjustment. Unless otherwise agreed in writing by Juniper, Juniper shall be entitled to cancel any portion or all of the order without charge at any time prior to 15 days prior to shipment date. Any cancellation charges for orders cancelled within such period shall be limited to Seller's out-of-pocket cost or unusable materials in Seller's inventory and identified to fulfillment of this Order. Cancellation shall be effective upon written notice, mailed, emailed or sent by fax by Juniper.

**8. Patent Rights.** Seller warrants that the goods purchased under this Order (and their sale, use or incorporation into manufactured products) are free and clear of infringement of any valid patent, copyright or trademark or proprietary information rights. Seller agrees to indemnify and save Juniper and its affiliates, distributors and customers harmless from any and all expenses, liability and loss of any kind (and all costs and expenses, including attorney's fees) growing out of claims, suits, damages or actions alleging such direct or indirect infringement by Juniper or its affiliates, distributors or customers, which claims, suits or actions Seller agrees to compose or defend. This indemnity shall extend to contributory infringement unless the infringement arises out of Juniper's use of the article in a manner which could not be anticipated by Seller and which is not in conformity with Seller's specifications and recommendations. Seller is aware of no claims, potential claims, threats, proceedings, demands or inquiries suggesting assertion by any party that the goods specified in this Order or their sale, use or incorporation into manufactured products infringe any valid patent, copyright, trademark or proprietary information rights of others. Seller hereby agrees to promptly notify Juniper should Seller become aware of any such claim, potential claim, threat, proceeding, demand or inquiry and to fully inform Juniper as to asserted basis thereof.

In the case the goods specified in the Order or any part thereof, is held to constitute infringement and the sale or use of said goods or products or parts is enjoined, Seller shall at its own expense either procure for Juniper the right to sell and use said goods and products or parts, or replace same with equal but non-infringing goods or modify them so that they be come equal but non-infringing or, if approved by Juniper, remove said goods and refund the purchase price and the transportation and installation costs thereof. Seller hereby grants to Juniper a license to repair, rebuild and relocate and to have repaired, rebuilt and relocated the goods purchased under this Agreement. Any unpatented knowledge or information concerning Seller's products, methods or manufacturing processes that Seller may disclose to Juniper incident to the purchase of the goods and services under this Agreement shall be deemed to

have been disclosed as part of the consideration for this Agreement, and Seller agrees not to assert any claim against Juniper by reason of Juniper's use thereof.

**9. Patent Rights on Juniper's Design.** In the event that goods are purchased hereunder which incorporate Juniper's designs or unique specifications, the goods shall be deemed to be a derivative work of Juniper's designs and Seller agrees to grant, and hereby does grant to Juniper a non-exclusive, perpetual and irrevocable license under any intellectual property rights of Seller to make, have made, use and sell any embodiment, implementation or improvement in the articles ordered hereunder which is embodied in the goods purchased hereunder.

**10. Inspection.** Regardless of the form or contents of any receipt given Seller at the time of delivery, and despite any payment which may have been made hereunder, all goods delivered shall be subject to an inspection by Juniper and its designees at any time within thirty (30) days after delivery to Juniper. In addition, Juniper or its designees may during business hours and subject to reasonable prior notice perform inspections at Seller's premises to verify Seller's compliance with the requirements under this Order.

**11. Rejection.** If, in the opinion of Juniper, any of the goods delivered to Juniper under this Order is found to be defective or otherwise not in conformity with the requirements of this Order, Juniper shall have the right to reject such goods. Rejected goods not collected from Juniper's premises within the period specified in Juniper's notification of rejection shall be returned, disposed of or destroyed (at Juniper's discretion) at Seller's cost. In such case, Juniper reserves the right to order the goods from other sources, and additional costs and expenses shall be borne by Seller.

**12. Independent Contractor.** Seller is and shall remain an independent contractor and not an employee of Juniper. Seller, and not Juniper, shall have control over the method, manner and means of Seller's performance of the Project, subject to the express provisions of this Agreement. Seller hereby acknowledges that it has no authority to enter into, and Seller hereby agrees not to enter into, any contract, incur any liability, or otherwise act on behalf of Juniper. Nothing in this Agreement shall be construed to imply that Seller is an agent, employee, or other representative of Juniper, nor shall Seller make any representations to the contrary.

**13. Nondisclosure.** At all times during and subsequent to the term of this Agreement, Seller agrees to keep in strictest confidence and trust all Confidential Information and to take all reasonable precautions to protect against its disclosure or misuse. Without prior written consent of Juniper, Seller will neither use any Confidential Information other than for the sole benefit of Juniper for performance of Seller's duties in connection with the Project, nor disclose any Confidential Information except to employees of Juniper (or of Seller) with a need to know for purposes of performing the Project and who are subject to non-disclosure duties no less strict than those of this Section . Seller shall not, however, be required to treat as confidential any of the Confidential Information which Seller establishes by written evidence: (i) is in the public domain by reason of prior publication not directly or indirectly resulting from any act or omission of Seller or its employees

or subcontractors, or (ii) was already properly known to Seller (other than in connection with this Agreement) without restriction on use or disclosure at the time of Juniper' disclosure to Seller.

Seller agrees that all written and descriptive material, including notes and drawings, however embodied or fixed, received or made by Seller in connection with the services performed under this Agreement or in connection with any Inventions or Confidential Information belonging to Juniper, shall be and are the sole and exclusive property of Juniper. Seller shall deliver all such materials to Juniper upon request, but in any event upon any termination of this Agreement. Seller will not disclose to Juniper, use in connection with performance of the Project or induce Juniper to use any trade secret or other confidential information belonging to any third party without such third party's prior written consent. Seller's obligations under this section shall survive any termination of this Agreement. "Confidential Information" includes any and all Juniper information in any form, whether now existing or hereafter created, that is not generally known to the public and that, if misused or disclosed, could have a reasonable possibility of adversely affecting the business of Juniper. Confidential Information includes without limitation, product, operational, business or financial information, methods and practices or its customers; the identities of Juniper licensors, licensees, suppliers and customers and the nature of Juniper' relationships with them; confidential, proprietary or trade secret information submitted by any third party to Juniper.

**14. Engineering Information, Tools, Etc.** All designs, tools, patterns, drawings, information (including business information) or equipment supplied or disclosed by Juniper or, if supplied by Seller especially for this Order, the cost, or substantially all of the cost of which is included in the price to be paid for articles ordered hereunder, and relating to or for use in, the manufacture of articles sold hereunder, shall be deemed to be proprietary information of Juniper and shall remain the sole property of Juniper, and Seller expressly agrees that the same will not be used in manufacture or design for the account of others or for other purpose nor for the manufacture of larger quantities than called for in that order, without first obtaining the consent of Juniper in writing. All such Juniper property, together with the spoiled and surplus materials shall be returned to Juniper at termination, cancellation or completion of this Order unless Juniper shall otherwise direct. All materials furnished by Juniper on this purchase order (except that which became normal material waste or was replaced at Seller's expense) shall be returned in the form or parts or unused material, and Seller shall be responsible for the use of reasonable care in the safeguarding of all such materials until so returned.

**15. Setoff.** Juniper shall be entitled at all times to set off any amount owing at any time from Seller to Juniper or any of its affiliated companies against any amount payable at any time by Juniper to Seller in connection with this Order.

**16. Extra Charges.** No charges of any kind, including charges for packaging or documentation will be allowed unless specifically agreed to by Juniper in writing.

**17. Subcontract and Assignment.** Unless specifically agreed to in writing by Juniper, Seller is not permitted to subcontract or assign any part or the whole of this Order.

**18. Defective Articles.** In the event that any article sold or delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify Juniper against any and all losses, claims and expenses by reason of all accidents, injuries or damages to persons or property resulting from the use or sale of such article or which are contributed to by the said defective conditions.

**19. Insurance.** Seller agrees to be responsible for any bodily injury or property damage and damage to product and inventory resulting from Seller's performance on this Order and hereby represents and warrants that Seller is carrying adequate insurance to cover such facilities. Seller also agrees to carry fire and extended coverage insurance and be responsible for any of Juniper's property while in Seller's possession and agrees to maintain same in good condition and not to dispose of same except in accordance with Juniper's instructions. Seller has and will maintain at a minimum the insurance coverage specified in the Insurance Coverage Addendum attached hereto hereto, if any, and such other insurance coverage (including worker's compensation coverage) as may be required by applicable law.

**20. Work on Juniper's Premises.** If Seller works under this Order on the premises of Juniper, Seller shall indemnify Juniper against any and all losses, claims and expenses by reason of any accident, injury or damages to persons or property occurring in connection therewith.

**21. Compliance with Law.** Seller warrants that in performance of work under this Agreement, it has complied with or will comply with all applicable federal, state and local laws and ordinances, including but not limited to OSHA, the Fair Labor Standards Act of 1938 as amended, the 8-hour Law (49 USC 327-332), and all laws instructing the use of convict labor. Upon request, Seller agrees to issue certificates certifying compliance with any of the aforementioned laws or regulations as may be applicable to the goods and/or services being furnished hereunder. Juniper Networks is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The Seller contractor also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws. Seller certifies that it does not maintain or provide for its employees any segregated facilities, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

**22. U.S. Government Contracts.** If Juniper's original purchase order indicates by contract number that it is placed under a government contract, then Seller shall without extra fee or charge comply with those provisions of the Federal Acquisition Regulations and supplements thereto that are incorporated in the prime contract and Juniper is required by contract or regulation to impose upon Seller or that are otherwise applicable with respect to goods and services to be supplied under this Order; provided, however, that such provisions shall apply as to Seller with appropriate substitution of parties, as the case may be - i.e., "Contracting Officer" shall mean "Juniper", "contractor" shall mean "Seller", and the term "Contract" shall mean this Order.

**23. Applicable Law.** This Agreement is made under, and shall be constituted and interpreted in accordance with the substantive laws of the State of California without regard to the otherwise applicable California choice of law rules or principles. Seller submits to the jurisdiction of the state and federal courts located within the federal Northern District of California as the exclusive forum for the resolution of all disputes hereunder and designates the Secretary of State for the State of California as its authorized agent to accept service of process on behalf of Seller in the State of California in connection with disputes arising out of this Agreement.

**24. Code of Conduct.** Seller will comply with and will cause its applicable employees and Subcontractors to comply with Juniper Networks' Business Partner Code of Conduct (the "Code") (<http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf>) in performing under this Agreement.

## About Juniper Networks

Juniper Networks brings simplicity to networking with products, solutions and services that connect the world. Through engineering innovation, we remove the constraints and complexities of networking in the cloud era to solve the toughest challenges our customers and partners face daily. At Juniper Networks, we believe that the network is a resource for sharing knowledge and human advancement that changes the world. We are committed to imagining groundbreaking ways to deliver automated, scalable and secure networks to move at the speed of business.

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