

Source	Translation
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<b>IMPORTANT -- READ THIS AGREEMENT BEFORE USING OR ACCESSING ANY JUNIPER SOLUTIONS.</b>	<b>重要提示 - 在使用或访问任何 Juniper 解决方案之前, 请阅读本协议。</b>
<b>YOU SHALL HAVE NO RIGHT TO USE OR ACCESS ANY JUNIPER SOLUTIONS UNLESS YOU: (I) RECEIVED SUCH SOLUTIONS FROM AN APPROVED SOURCE; AND (II) CONSENT TO BE BOUND BY ALL TERMS OF THIS AGREEMENT, WHICH CONSENT IS EVIDENCED BY: (1) CLICKING A BOX INDICATING ACCEPTANCE; (2) USING OR ACCESSING JUNIPER SOLUTIONS; OR (3) EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT.</b>	<b>您无权使用或访问任何 Juniper 解决方案, 除非您: (I) 从经批准的来源收到此类解决方案; (II) 同意受本协议所有条款的约束, 该同意通过以下方式证明: (1) 单击表示接受的框; (2) 使用或访问 Juniper 解决方案; 或 (3) 执行引用本协议的命令。</b>
<b>IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT, IN WHICH CASE "COMPANY" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OR ACCESS JUNIPER SOLUTIONS.</b>	<b>如果您代表其他法定实体签订本协议, 则表明您有权让该实体遵守本协议的条款, 在这种情况下, "公司"应指该实体。如果您没有此类权限或不同意这些条款, 则您不得接受本协议, 并且不得使用或访问 Juniper 解决方案。</b>
<b>JUNIPER PURCHASE AND LICENSE AGREEMENT</b>	<b>Juniper 购买和许可协议</b>
This Juniper Purchase and License Agreement (the " <b>Agreement</b> " or " <b>JPLA</b> ") is entered into between Juniper (as defined below) and the party accepting these terms (" <b>Company</b> ") (each a " <b>Party</b> ", collectively the " <b>Parties</b> "), and consists of the General Terms and Conditions, Schedule(s), Glossary, and other documentation incorporated into this Agreement.	本 Juniper 购买和许可协议 (简称" <b>协议</b> "或" <b>JPLA</b> ")在 Juniper (定义如下) 与接受这些条款的一方 (" <b>公司</b> ") 之间达成 (各称" <b>一方</b> ", 统称" <b>各方</b> "), 由一般条款和条件、附表、术语表以及纳入本协议的其他文档组成。
<b>GENERAL TERMS AND CONDITIONS</b>	<b>一般条款和条件</b>
<b>1. Scope.</b> These General Terms and Conditions (" <b>GTC</b> ") set forth the terms and conditions for the purchase, use, access, or license of Juniper Solutions by Company during the Agreement Term (as defined below).	<b>1.范围。</b> 这些一般条款和条件 (简称" <b>GTC</b> ") 规定了公司在协议期限 (定义如下) 内购买、使用、访问 Juniper 解决方案或授予许可证的条款和条件。
<b>2. Precedence.</b> In the event of any conflict, the order of precedence is, as applicable: (i) GTC and the Glossary; (ii) Schedule(s); (iii) Program Terms; (iv) Policies; and (v) Descriptive Content.	<b>2.优先级。</b> 如有任何冲突, 优先顺序如下 (如适用): (i) GTC 和术语表; (ii) 附表; (iii) 计划条款; (iv) 政策; (v) 描述性内容。
Notwithstanding the above, the Parties may agree that a document prevails and takes precedence over any document ranked higher in the above order. In such case, such document	尽管有上述规定, 双方仍可以同意某份文档优先于上述顺序中排名较高的任何文

<p>shall explicitly reference the provision it modifies and will identify the revised order of precedence.</p>	<p>档。在这种情况下，该文档应明确引用其修改的条款，并确定修改后的优先顺序。</p>
<p><b>3. Term.</b> This Agreement is effective from the date of the last signature or when it is accepted by Company online (the “<b>Effective Date</b>”) and will have an initial term of twelve (12) months immediately following the Effective Date (“<b>Initial Term</b>”). After the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a “<b>Renewal Term</b>”) (collectively, the “<b>Agreement Term</b>”), unless either Party gives no less than ninety (90) days’ written notice that the Agreement will terminate at the end of the then current-term.</p>	<p><b>3.期限。</b> 本协议自最后签署之日或公司在线接受之日起生效（简称“<b>生效日期</b>”），初始期限为生效日期后十二（12）个月（简称“<b>初始期限</b>”）。初始期限结束后，本协议应自动续订连续一年的期限（各称“<b>续订期限</b>”）（统称“<b>协议期限</b>”），除非任何一方至少提前九十（90）天发出书面通知，表明本协议将在当前期限结束时终止。</p>
<p><b>4. Transactional Terms.</b> Where Company purchases or licenses Juniper Solutions directly from Juniper, Company will comply with the following terms:</p>	<p><b>4.交易条款。</b> 如果公司直接从 Juniper 购买 Juniper 解决方案或授予许可证，公司将遵守以下条款：</p>
<p>a) <u>Payment.</u> All payments due must be made net thirty (30) days from the date of the invoice. Juniper may require other payment arrangements or financial information as part of any required credit check. Juniper reserves the right to alter payment terms, set off amounts owed to Company by amounts due to Juniper, or suspend credit if Company’s financial condition or payment record warrants it. Unless stated in writing or prohibited by law, payments shall be made in U.S. dollars. Accounts past due are subject to a monthly charge of the lesser of 1.5% or the highest lawful rate.</p>	<p>a) <u>支付。</u> 所有应付款项必须在发票日期后三十（30）天内支付。作为任何所需信用检查的一部分，Juniper 可能需要其他付款安排或财务信息。如果公司的财务状况或付款记录允许，则 Juniper 保留更改付款期限、用 Juniper 应得金额抵消公司欠款或暂停信贷的权利。除非书面说明或法律禁止，否则应以美元支付款项。逾期账户每月需收取 1.5% 或最高合法利率（以较低者为准）。</p>
<p>b) <u>Ordering.</u> Company must request a Quote from Juniper and subsequently issue a Purchase Order that references such Quote. Purchase Orders must conform to the requirements available on Contract Resources and are subject to acceptance by Juniper. Any terms contained in a Purchase Order do not apply.</p>	<p>b) <u>订购。</u> 公司必须向 Juniper 申请报价，并随后发出引用该报价的采购订单。采购订单必须符合合同资源上的要求，并需由 Juniper 接受。采购订单中包含的任何条款均不适用。</p>
<p>c) <u>Pricing.</u> The purchase price for Juniper Solutions is set forth in Juniper’s then-current price list effective at the time the Purchase Order is accepted by Juniper.</p>	<p>c) <u>定价。</u> Juniper 解决方案的购买价格在 Juniper 当时的价目表中规定，该价目表在 Juniper 接受采购订单时生效。</p>
<p>d) <u>Cancellations.</u> To the extent permitted by law, Purchase Orders are non-cancellable.</p>	<p>d) <u>取消。</u> 在法律允许的范围内，采购订单不可取消。</p>
<p>e) <u>Delivery.</u> Juniper shall deliver: (i) Hardware, in accordance with Shipping Terms available on Contract Resources; (ii) Software, when it is made available for download; (iii) Cloud Services, when</p>	<p>e) <u>提供。</u> Juniper 应提供：(i) 硬件，符合合同资源上提供的运输条款；(ii) 软件（当其可供下载时）；(iii) 云服务（当其可供使用</p>

<p>it is made available for Use; (iv) SDD-Based Services, upon issuance of an activation notice; and (v) SOW-Based Services, as specified in the applicable SOW.</p>	<p>时) ; (iv) 基于 SDD 的服务, 在发出激活通知后; (v) 基于 SOW 的服务, 如适用的 SOW 中所规定。</p>
<p>f) <u>Taxes</u>. All prices payable are exclusive of Taxes. Company must pay or reimburse Juniper for all Taxes. If applicable, valid exemption documentation shall be provided prior to invoicing. If required to withhold Taxes, then Company will provide required receipts to validate payment of Taxes to the applicable tax authorities. Company shall: (i) assist in any audit or tax proceeding related to this Agreement; and (ii) indemnify, defend, and otherwise pay for all costs and damages incurred by Juniper as a result of Company's non-compliance or delay with its responsibilities in this Section 4(f).</p>	<p>f) <u>税款</u>。所有应付价格均不含税。公司必须支付或偿还 Juniper 的所有税款。如果适用, 应在开具发票之前提供有效的豁免文档。如果需要预扣税款, 公司将向适用的税务机关提供所需的收据以验证税款支付。公司应: (i) 协助与本协议相关的任何审计或纳税程序; (ii) 对 Juniper 因公司不遵守或延迟履行本文第 4(f) 条中的责任而产生的所有费用和损失进行赔偿、辩护并以此其他方式支付。</p>
<p><b>5. Company Affiliates.</b> If authorized by both Parties in writing, each Affiliate of Company is deemed to be a Party to this Agreement and Company guarantees the payment and performance of each Affiliate.</p>	<p><b>5.公司关联方。</b> 如果经双方书面授权, 公司各关联方均被视为本协议的一方, 并且公司保证各关联方的付款和履约。</p>
<p><b>6. Confidentiality</b></p>	<p><b>6.保密</b></p>
<p>a) <u>Scope</u>. "<b>Confidential Information</b>" means all information disclosed, directly or indirectly, by either Party to the other Party (the "<b>Receiving Party</b>") and labeled or verbally disclosed as confidential or which by its nature should reasonably be considered confidential. Confidential Information does not include Processed Data and does not include information that is: (i) already, or becomes generally, known through no fault of the Receiving Party; (ii) furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iii) independently developed by the Receiving Party.</p>	<p>a) <u>范围</u>。"<b>机密信息</b>"是指任何一方直接或间接向另一方(简称"<b>接收方</b>")披露并标记或口头披露为机密或就其性质而言应合理地视为机密的所有信息。机密信息不包括已处理数据, 也不包括以下信息: (i) 已经或已被普遍知晓, 且并非接收方的过错; (ii) 由第三方作为一种权利向接收方提供且不限限制披露; (iii) 由接收方独立开发。</p>
<p>b) <u>Protection</u>. The Receiving Party will use a reasonable degree of care to protect Confidential Information from unauthorized disclosure. The Receiving Party may only disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement and who have a duty of confidentiality substantially similar to this Section; or (ii) to the extent required by law, provided the Receiving Party, if legally permissible, gives sufficient prior written notice to the disclosing Party.</p>	<p>b) <u>保护</u>。接收方将采取合理程度的谨慎措施来保护机密信息免遭未经授权的披露。接收方只能在以下情况下披露机密信息: (i) 面向需要了解以实现本协议目的并负有与本条基本相似的保密义务的员工和代表; (ii) 在法律规定的范围内, 前提是接收方在法律允许的情况下向披露方发出充分的事先书面通知。</p>

<p>c) <u>Injunctive Relief</u>. In the event of a threatened or actual breach of this Section, the non-breaching Party shall be entitled to seek immediate injunctive or other equitable relief.</p>	<p>c) <u>禁令救济</u>。如果危及或实际违反本条规定，守约方应有权立即寻求禁令救济或其他衡平救济。</p>
<p><b>7. Intellectual Property.</b> Subject to the express rights and licenses granted herein, Company acknowledges and agrees that: (i) all intellectual property rights in or to the Juniper Solutions are the sole and exclusive property of Juniper or its licensors; (ii) it shall not acquire any ownership interest in any such intellectual property rights under this Agreement; and (iii) if it acquires any intellectual property rights in or relating to any Juniper Solution sold or licensed under this Agreement (including any rights in any related derivative works or patent improvements), by operation of Law or otherwise, such rights are deemed and are irrevocably assigned to Juniper, without further action by either Party.</p>	<p><b>7.知识产权。</b>根据本文授予的明确权利和许可证，公司承认并同意：(i) Juniper 解决方案中的或属于 Juniper 解决方案的所有知识产权均为 Juniper 或其许可方的独有财产；(ii) 不得获得本协议项下任何此类知识产权的任何所有权权益；(iii) 如果其根据本协议通过法律或其他方式获得出售或许可的任何 Juniper 解决方案中的或与之相关的任何知识产权（包括任何相关衍生作品或专利改进中的任何权利），则此类权利被视为且不可撤销地转让给 Juniper，任何一方均无需采取进一步行动。</p>
<p><b>8. Intellectual Property Indemnity</b></p>	<p><b>8.知识产权赔偿</b></p>
<p>a) <u>Obligations</u>. Juniper shall defend any third-party claim brought against Company alleging that the Juniper Solutions sold or licensed to Company under this Agreement infringes such third-party's patent, copyright, or trademark ("<b>IP Claims</b>"), and will pay damages awarded in a final judgement against Company or agreed to in a written settlement approved by Juniper to the extent attributable to such IP Claim; provided the Company promptly, but in no event later than thirty (30) days of becoming aware of such IP Claim: (i) notifies Juniper in writing of such claim; (ii) gives Juniper complete control of the defense and settlement of such IP Claim; and (iii) at Company's expense, reasonably cooperates with Juniper's requests for assistance with the defense of such IP Claim. Juniper shall not be obligated or responsible for any settlement entered into or damages arising from admissions by Company without Juniper's prior written consent.</p>	<p>a) <u>义务</u>。Juniper 应对任何针对公司提出的第三方索赔（指控根据本协议向公司出售或授予许可证的 Juniper 解决方案侵犯了该第三方的专利、版权或商标（简称"<b>IP 索赔</b>"）进行辩护，并将支付针对公司的最终判决中裁定的损害赔偿金或 Juniper 批准的书面和解协议中同意的、在可归因于此类知识产权索赔的范围内的损害赔偿金；在得知此类知识产权索赔后立即（不得超过三十 (30) 天）向公司提供：(i) 以书面形式通知 Juniper 此类索赔；(ii) 让 Juniper 完全控制此类知识产权索赔的辩护及和解；(iii) 合理配合 Juniper 就此类知识产权索赔辩护提出的协助请求，费用由公司承担。未经 Juniper 事先书面同意，Juniper 对因公司承认而达成的任何和解或造成的损失不承担任何义务或责任。</p>
<p>b) <u>Remedy</u>. Should any Juniper Solutions become, or in Juniper's opinion, are likely to become the subject of an IP Claim, Juniper, at its option and expense, may either: (i) procure for Company the right to continue using the Juniper Solutions; or</p>	<p>b) <u>补救措施</u>。如果任何 Juniper 解决方案成为或根据 Juniper 的观点可能成为知识产权索赔的对象，Juniper 可以自行选择以下做</p>

<p>(ii) replace or modify the Juniper Solution to make it non-infringing. If neither of the foregoing alternatives is commercially reasonable, then Juniper may provide a refund based on: (i) the purchase price as depreciated on a five-year straight-line basis for Hardware and Software (Perpetual Licenses); and (ii) prepaid fees prorated for the remaining portion of the License Term for Cloud Services and Software (Subscription Licenses).</p>	<p>法并承担费用: (i) 为公司获得继续使用 Juniper 解决方案的权利; (ii) 更换或修改 Juniper 解决方案以使其不侵权。如果上述替代方案在商业上均不合理, 则 Juniper 可按照以下方式提供退款: (i) 硬件和软件 (永久许可证) 的购买价格按五年直线法折旧; (ii) 云服务和软件 (订阅许可证) 许可期限剩余部分按比例退还预付费用。</p>
<p>c) <u>Exclusions</u>. Juniper has no obligation regarding any IP Claim based on: (i) the combination, operation or use of Juniper Solutions with any non-Juniper hardware, software or service; (ii) the alteration or modification of the Juniper Solutions by a party other than Juniper or its designee; (iii) any specifications, designs or instructions provided to Juniper by or on behalf of Company; (iv) the Company's failure to promptly implement an Update or modification to the Juniper Solutions; or (vi) the use of the Juniper Solutions in a manner other than which it was designed for or in a manner other than as specified by Juniper.</p>	<p>c) <u>除外责任</u>。对于基于以下原因的任何知识产权索赔, Juniper 不承担任何义务: (i) 整合、操作或使用 Juniper 解决方案与任何非 Juniper 硬件、软件或服务; (ii) Juniper 或其指定人员以外的一方对 Juniper 解决方案进行变更或修改; (iii) 公司或代表公司向 Juniper 提供任何规格、设计或说明; (iv) 公司未能及时对 Juniper 解决方案实施更新或修改; (vi) 以不同于 Juniper 设计目的或 Juniper 指定方式的方式使用 Juniper 解决方</p>
<p><b>THE FOREGOING TERMS STATE JUNIPER'S ENTIRE LIABILITY AND COMPANY'S SOLE REMEDY FOR THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.</b></p>	<p><b>上述条款规定了 Juniper 对第三方知识产权侵权索赔的全部责任以及公司的唯一补救措施。</b></p>
<p><b>9. Limitation of Liability</b></p>	<p><b>9. 责任限制</b></p>
<p>NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING LOST PROFITS, LOSS OF BUSINESS, DATA, OR USE, OR COST OF PROCURING SUBSTITUTE GOODS, REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p>	<p>根据任何责任理论, 任何一方或其关联方均不对本协议引起的或与本协议相关的任何特殊、间接或后果性损失承担责任, 包括利润损失、业务、数据或使用损失或采购替代品的成本, 无论一方是否被告知发生此类损失的可能性。</p>
<p>EITHER PARTY'S (INCLUDING THEIR AFFILIATES') AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY COMPANY FOR THE JUNIPER SOLUTION GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS PRECEDING THE CLAIM IN QUESTION. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT AND DOES NOT APPLY TO LIABILITY ARISING FROM: (I) DEATH OR BODILY INJURY; (II) BREACH OF</p>	<p>任何一方 (包括其关联方) 根据本协议承担的责任总额应仅限于公司在相关索赔提出前 12 个月内为引起索赔的 JUNIPER 解决方案支付或应付的金额。此责任限制可累加, 并不按事件定责且不适用于由以下原因引起的责任: (I) 死亡或人身伤害; (II) 违反第 6 条 (保密) 规定; (III) 侵犯或盗用对</p>

<p>SECTION 6 (CONFIDENTIALITY); (III) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) COMPANY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, IF ANY; AND (V) MATTERS THAT CANNOT BE LIMITED UNDER APPLICABLE LAWS.</p>	<p>方知识产权; (IV) 公司在本协议项下的付款义务 (如有); (V) 适用法律不能限制的事项。</p>
<p><b>10. Warranty Disclaimer.</b> EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, JUNIPER (ON BEHALF OF ITSELF, ITS LICENSORS, AND ITS AND THEIR RESPECTIVE AFFILIATES) EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES: (I) THAT THE JUNIPER SOLUTIONS MEET COMPANY'S REQUIREMENTS; (II) THAT THE USE OF THE JUNIPER SOLUTIONS WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE; OR (III) OTHERWISE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.</p>	<p><b>10.保证免责声明。</b> 除非本协议明确规定, 并且在法律允许的范围内, 否则 JUNIPER (代表其自身、其许可方及其各自的关联方) 明确否认所有陈述和保证, 无论是明示、默示还是以其他方式, 包括对适销性、特定用途适用性、非侵权性的所有默示保证以及以下任何保证: (I) Juniper 解决方案满足公司的要求; (II) Juniper 解决方案的使用将安全、不间断或不会出错; 或 (III) 因交易或贸易用途而发生的其他情况。</p>
<p><b>11. Termination</b></p>	<p><b>11.终止</b></p>
<p>a) <u>Suspension.</u> Juniper may suspend access to or use of Cloud Services, Software, or Services if: (i) it reasonably believes that Company's use is likely to cause harm to Juniper or a third party; (ii) Company defaults on its payment obligations; or (iii) if the provision of Cloud Services, Software or Services as currently offered becomes prohibited by applicable Law.</p>	<p>a) <u>中止。</u> 在以下情况下, Juniper 可能会暂停访问或使用云服务、软件或服务: (i) 有理由相信公司的使用可能会对 Juniper 或第三方造成损害; (ii) 公司不履行付款义务; (iii) 如果当前提供的云服务、软件或服务被适用法律禁止。</p>
<p>b) <u>Termination for Breach.</u> If either Party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, then the non-breaching Party shall have the right to terminate this Agreement at any time. Upon termination, Company must stop using the Software, Services, and Cloud Services and each Party must return or destroy any Confidential Information of the other Party (other than information that must be retained by Law). The non-breaching Party will be entitled to the following (i) in the case of Juniper, all such sums as are due for the delivered or rendered Juniper Solutions up to the date of termination; and (ii) in the case of Company, a refund for the prorated</p>	<p>b) <u>因违规而终止。</u> 如果任何一方违反本协议的规定, 且未能在收到另一方的书面违约通知后三十 (30) 天内纠正该违约行为, 则守约方有权随时终止本协议。终止后, 公司必须停止使用软件、服务和云服务, 并且各方必须归还或销毁另一方的任何机密信息 (法律必须保留的信息除外)。守约方将有权获得: (i) 对于 Juniper, 截至终止日期已交付或提供的 Juniper 解决方案的所有应付款项; (ii) 对于公司, 终止日期后按比例退还的预付费用。</p>

<p>portion of prepaid fees beyond the date of termination.</p>	
<p>c) <u>Survival</u>. Sections 4 (Transactional Terms), 6 (Confidentiality), 7 (Intellectual Property), 9 (Limitation of Liability), 10 (Warranty Disclaimer), 11 (Termination), and 12 (Miscellaneous) survive termination of this Agreement.</p>	<p>c) <u>生效</u>。第 4 条 (交易条款)、第 6 条 (保密)、第 7 条 (知识产权)、第 9 条 (责任限制)、第 10 条 (保证免责声明)、第 11 条 (终止) 和第 12 条 (其他) 在本协议终止后仍然有效。</p>
<p><b>12. Miscellaneous</b></p>	<p><b>12.其他</b></p>
<p>a) <u>Governing Law and Jurisdiction</u>. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convention on Contracts for the International Sale of Goods. For any disputes arising out of or relating to this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.</p>	<p>a) <u>适用法律和司法管辖区</u>。本协议受加利福尼亚州法律制约, 不考虑其法律冲突原则或联合国国际货物销售合同公约。对于因本协议引起的或与本协议相关的任何争议, 双方同意加利福尼亚州圣克拉拉县的州法院和联邦法院拥有属人和专属管辖权并作为审判地。</p>
<p>b) <u>Compliance with Laws, Policies, and Program Terms</u>. Each Party shall comply with all applicable Laws, Policies, and Program Terms.</p>	<p>b) <u>遵守法律、政策和计划条款</u>。各方应遵守所有适用的法律、政策和计划条款。</p>
<p>c) <u>Export</u>. Juniper Solutions are subject to U.S. and local export control and sanctions Laws. Company acknowledges and agrees to the applicability of and compliance with those Laws, and Company will not receive, use, transfer, export or re-export any Juniper Solutions in a way that would cause Juniper to violate those Laws. Company also agrees to obtain any required licenses or authorizations.</p>	<p>c) <u>出口</u>。Juniper 解决方案受美国和当地出口管制和制裁法律的约束。公司承认并同意这些法律的适用性和合规性, 并且公司不会以导致 Juniper 违反这些法律的方式接收、使用、转让、出口或再出口任何 Juniper 解决方案。公司还同意获得任何所需的许可证或授权。</p>
<p>d) <u>Force Majeure</u>. Except for Company's payment obligations, neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control.</p>	<p>d) <u>不可抗力</u>。除公司的付款义务外, 任何一方均不对因超出其合理控制范围的原因导致的任何履行失败或延迟承担责任。</p>
<p>e) <u>Assignment</u>. Neither Party may assign or transfer this Agreement or any obligation without the prior written consent of the other Party. Any prohibited assignment will be void. Once validly assigned, this Agreement will bind and inure to the benefit of the Parties and their successors and assigns.</p>	<p>e) <u>转让</u>。未经另一方事先书面同意, 任何一方均不得转让或转移本协议或任何义务。任何禁止的转让均无效。一旦有效转让, 本协议将具有约束力并以双方及其继承人和受让人为受益人。</p>
<p>f) <u>Notices</u>. Any notices related to this Agreement must be in writing and sent by regular mail or email, in the case of: (i) Juniper, to legal-notices@juniper.net; and (ii) Company, to the address provided in Onboarding Information.</p>	<p>f) <u>通知</u>。在以下情况下, 与本协议相关的任何通知必须采用书面形式并通过普通邮件或电子邮件发送: (i) 对于 Juniper, 发送至 legal-notices@juniper.net; (ii) 对于公司, 发送至入职信息中提供的地址。</p>

<p>g) <u>Audit</u>. Company will maintain accurate and legible records for a period of three years after the termination or expiration of the Agreement, and will grant Juniper, or its independent auditor, reasonable access to and copies of, any information reasonably requested to verify compliance with the terms of this Agreement.</p>	<p>g) <u>审计</u>。公司将在协议终止或期满后三年内保存准确、清晰的记录，并允许 Juniper 或其独立审计师合理访问和复制合理要求的任何信息，以验证本协议条款的合规性。</p>
<p>h) <u>Severability; Remedies; Waiver</u>. If any one or more provisions in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Except as otherwise expressly provided, the remedies are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.</p>	<p>h) <u>可分割性; 补救措施; 弃权</u>。如果具有管辖权的法院认为本协议中的任何一项或多项条款在任何方面无效、非法或不可执行，则其余条款的有效性、合法性和可执行性不应以任何方式受到影响或损害。除非另有明确规定，否则补救措施可累加，并且是对法律或衡平法规定的任何其他补救措施的补充。一方未能执行本协议的任何条款并不构成放弃未来执行该条款或本协议的任何其他条款。</p>
<p>i) <u>No Third-Party Beneficiaries</u>. Company acknowledges that the benefits of the rights granted to, and entitlements received by, it under this Agreement are strictly for itself, and for its Affiliates, as the case may be.</p>	<p>i) <u>无第三方受益人</u>。公司承认，根据本协议授予公司的权利以及公司收到的权利的利益完全属于公司本身及其关联方（视情况而定）。</p>
<p>j) <u>Entire Agreement; Amendment</u>. This Agreement is the entire agreement between the Parties and supersedes all previous, contemporaneous communications and understandings, whether oral or written, between the Parties with respect to its subject matter. All amendments to this Agreement must be mutually agreed to in writing.</p>	<p>j) <u>完整协议; 修正案</u>。本协议是双方之间达成的完整协议，并取代双方所有先前、同期就其标的物达成的沟通和谅解，无论是口头还是书面形式。本协议的所有修订均须经双方书面同意。</p>
<p>k) <u>Translation</u>. Where Juniper provides language translations of this Agreement, those translations are provided for informational purposes only and the Parties agree that the English version of this Agreement will prevail.</p>	<p>k) <u>翻译</u>。如果 Juniper 提供本协议的语言翻译，这些翻译仅供参考，双方同意以本协议的英文版本为准。</p>
<p>l) <u>Administrative Convenience</u>. Juniper Networks, Inc. confirms it is the parent company to its Affiliates and has the authority to sign on behalf of any or all of its Affiliates who are, or may become, a Party to this Agreement.</p>	<p>l) <u>管理便利</u>。Juniper Networks, Inc. 确认是其关联方的母公司，并有权代表作为或可能成为本协议缔约方的任何或所有关联方签字。</p>
<p><b>CUSTOMER SCHEDULE</b></p>	<p><b>客户附表</b></p>
<p>(Applies to all purchases of Juniper Solutions for internal use)</p>	<p>(适用于所有购买供内部使用的 Juniper 解决方案)</p>



<p><b>1. Applicability.</b> This Customer Schedule contains additional terms and conditions applicable to the license, use, access, and purchase of Juniper Solutions by Company. In this Schedule, Section 2 applies to the purchase or license of all Juniper Solutions, and in the case of: (i) Hardware, Section 3 also applies; (ii) Services, Section 4 also applies; and (iii) Software or Cloud Services, Section 5 also applies.</p>	<p><b>1.适用性。</b> 本客户附表包含适用于公司许可、使用、访问和购买 Juniper 解决方案的附加条款和条件。在本附表中，第 2 条适用于所有 Juniper 解决方案的购买或许可，并且适用于：(i) 硬件，第 3 条也适用；(ii) 服务，第 4 条也适用；(iii) 软件或云服务，第 5 条也适用。</p>
<p><b>2. Terms for all Juniper Solutions</b></p>	<p><b>2.所有 Juniper 解决方案的条款</b></p>
<p>a) <u>Transactional Terms.</u> Company may not purchase Juniper Solutions directly from Juniper unless expressly authorized in writing by Juniper. Section 4 of the GTC applies only if Company is purchasing Juniper Solutions directly from Juniper and does not apply to Orders from an Authorized Reseller.</p>	<p>a) <u>交易条款。</u> 除非得到 Juniper 的明确书面授权，否则公司不得直接从 Juniper 购买 Juniper 解决方案。GTC 第 4 条仅适用于公司直接从 Juniper 购买 Juniper 解决方案的情况，不适用于来自授权经销商的订单。</p>
<p>b) <u>Onboarding Information.</u> The Parties agree to provide Onboarding Information in support of this Agreement.</p>	<p>b) <u>入职信息。</u> 双方同意提供入职信息以支持本协议。</p>
<p>c) <u>Use of Third-Party Products.</u> Unless otherwise certified for use by Juniper, Company's use of Juniper Solutions with third-party products is at Company's own risk. Juniper shall not be responsible for support, warranties, or other terms applicable to such third-party products.</p>	<p>c) <u>使用第三方产品。</u> 除非经 Juniper 另行认证，否则公司将自行承担结合使用 Juniper 解决方案与第三方产品的风险。Juniper 不对适用于此类第三方产品的支持、保证或其他条款负责。</p>
<p>d) <u>End of Life / End of Service.</u> Juniper's End of Life and End of Service procedures are available on Contract Resources.</p>	<p>d) <u>使用寿命/服务结束。</u> Juniper 的使用寿命终止和服务终止程序可在合同资源上获取。</p>
<p>e) <u>Evaluation Terms.</u> Company must comply with the Program Terms available on Contract Resources for: (i) loans and licensing of Juniper Solutions; or (ii) the purchase of Juniper Solutions with a right to return or cancellation.</p>	<p>e) <u>评估条款。</u> 公司必须遵守合同资源上提供的以下计划条款：(i) Juniper 解决方案的贷款和许可；(ii) 购买 Juniper 解决方案并有权退货或取消。</p>
<p>f) <u>Users.</u> Company is responsible for all acts or omissions of its Users with respect to Juniper Solutions.</p>	<p>f) <u>用户。</u> 公司对其用户与 Juniper 解决方案有关的所有作为或不作为负责。</p>
<p><b>3. Specific Terms for Hardware</b></p>	<p><b>3.硬件特定条款</b></p>
<p>a) <u>Hardware Warranty.</u> The terms and conditions of the applicable warranties are available on Contract Resources.</p>	<p>a) <u>硬件保证。</u> 适用保证的条款和条件可在合同资源上获取。</p>
<p>b) <u>Transfer.</u> All transfers are subject to the inspection and reinstatement Policies available on Contract Resources.</p>	<p>b) <u>转让。</u> 所有转让均须遵守合同资源上提供的检查和恢复政策。</p>
<p><b>4. Specific Terms for Services</b></p>	<p><b>4.服务特定条款</b></p>
<p>a) <u>SDD-Based Services.</u></p>	<p>a) <u>基于 SDD 的服务。</u></p>

<p>i. <u>SDD</u>. Scope and details of SDD-Based Service-specific terms are specified in the SDD.</p>	<p>i. <u>SDD</u>。SDD 中指定了基于 SDD 的服务特定条款的范围和详细信息。</p>
<p>ii. <u>Subcontracting</u>. Juniper may subcontract with, or assign to, its Affiliates or other third parties the obligations for performance of any SDD-Based Services.</p>	<p>ii. <u>分包</u>。Juniper 可将履行任何基于 SDD 的服务的义务分包或转让给其关联方或其他第三方。</p>
<p>iii. <u>True Up</u>. Company must promptly True Up any unpurchased SDD-Based Services rendered by Juniper.</p>	<p>iii. <u>调整</u>。公司必须立即调整 Juniper 提供的任何未购买的基于 SDD 的服务。</p>
<p>b) <u>SOW-Based Services</u>. SOW-Based Services that are provided: (i) by Juniper to the Company directly will be set forth in a SOW governed by this Agreement; and (ii) to the Company through an Authorized Reseller, will be set forth in a SOW as agreed between Company and such Authorized Reseller.</p>	<p>b) <u>基于 SOW 的服务</u>。基于 SOW 的服务： (i) 由 Juniper 直接向公司提供，将在受本协议制约的 SOW 中规定；(ii) 通过授权经销商向公司提供，将在公司与该授权经销商商定的 SOW 中规定。</p>
<p>c) <u>Warranty</u>. Juniper warrants that Services will be performed in a professional manner following industry standards.</p>	<p>c) <u>保证</u>。Juniper 保证将按照行业标准履行专业服务。</p>
<p><b>5. Specific Terms for Software and Cloud Services</b></p>	<p><b>5.软件和云服务特定条款</b></p>
<p>a) <u>License and Right to Use</u>. Subject to the terms and conditions of this Agreement (including the Licensing Guide), Juniper grants Company a non-exclusive, revocable, non-transferable (except under Section 5 of the GTC) license to Use the Software and right to Use the Cloud Services, during the applicable License Term, for up to the Licensed Units and solely for Company's internal business operations. Company has no right or license to Use the Software or Cloud Services unless Company rightfully purchased the right to Use the Software or Cloud Services from an Approved Source.</p>	<p>a) <u>许可和使用权</u>。根据本协议的条款和条件（包括许可指南），Juniper 授予公司在适用的许可期限内非独占、可撤销、不可转让（GTC 第 5 条除外）的软件使用许可证和云服务使用权，最多可用于获许可的部门，并且仅可用于公司的内部业务运营。除非公司从经批准的来源正确购买了使用软件或云服务的权利，否则公司无权使用软件或云服务或获得相关许可证。</p>
<p>b) <u>General Restrictions</u>. Unless expressly authorized in writing, or except to the extent transfer may not be restricted under Law, Company shall not: (i) sublicense, transfer, or assign, any right or license to the Software or Cloud Services to any other person or legal entity; (ii) directly or indirectly decompile, disassemble, reverse engineer, modify, unbundle, or create derivative works based on any Software or Cloud Services; (iii) remove, modify, or conceal any product identification, copyright, or confidential notices or other marks; (iv) make any copies, except as reasonably necessary for archival purposes; and (v) Use or fail to restrict Use of the Software or Cloud Services in violation of applicable Law.</p>	<p>b) <u>一般限制</u>。除非以书面形式明确授权，或者除非转让不受法律限制，否则公司不得：(i) 将软件或云服务的任何权利或许可证再许可、转移或转让给任何其他人或法定实体；(ii) 直接或间接对任何软件或云服务进行反编译、反汇编、逆向工程、修改、分拆或创建衍生作品；(iii) 删除、修改或隐藏任何产品标识、版权或机密通知或其他标志；(iv) 制作任何副本，除非是为了合理必要的存档目的；(v) 违反适用法律使用软件或云服务或未能限制其使用。</p>

<p>c) <u>End of Entitlement</u>. Upon cessation of the right to Use Software or Cloud Services, Company shall promptly cease using and accessing the Software or Cloud Services and delete, destroy, or return all copies of any Software and any Confidential Information to Juniper, and shall provide written certification that it has complied with this Section 5(c).</p>	<p>c) <u>权利终止</u>。停止使用软件或云服务的权利后，公司应立即停止使用和访问软件或云服务，并删除、销毁任何软件 and 任何机密信息的所有副本或将其退还给 Juniper，并提供已遵守本文第 5(c) 条规定的书面证明。</p>
<p>d) <u>Third-Party Software</u>. Software or Cloud Services may contain or otherwise make use of Third-Party Software that may be subject to separate license terms set out on Contract Resources. Juniper warrants that Software or Cloud Services, when used in conformance with this Agreement, does not include Third-Party Software that restricts Company's usage rights granted under this Agreement.</p>	<p>d) <u>第三方软件</u>。软件或云服务可能包含或以其他方式使用第三方软件，这些软件可能受合同资源上规定的单独许可条款的约束。Juniper 保证，按照本协议使用的软件或云服务不包括限制公司根据本协议授予的使用权利的第三方软件。</p>
<p>e) <u>Warranty</u>. Juniper will provide Software and Cloud Services with commercially reasonable care in material conformance with the applicable Descriptive Content.</p>	<p>e) <u>保证</u>。Juniper 将以商业上合理的谨慎态度提供软件和云服务，并且选材符合适用的描述性内容。</p>
<p>f) <u>Additional Software Terms</u>. For Software:</p>	<p>f) <u>附加软件条款</u>。对于软件：</p>
<p>(i) Juniper grants Company a license to Use Software Updates made available as part of the applicable SDD-Based Services for such Software or, if applicable, Hardware. The terms and conditions applicable to the Software also apply to any Update of that Software, and Company must track its Use of Software and True Up any unpurchased use.</p>	<p>(i) Juniper 授予公司使用作为此类软件或硬件（如果适用）基于 SDD 的适用服务的一部分提供的软件更新的许可。适用于本软件的条款和条件也适用于该软件的任何更新，公司必须跟踪其软件的使用情况并调整任何未购买的软件使用。</p>
<p>(ii) Company may Use the Software on any device that supports it, except for operating system Software: (i) included in the purchase of the Hardware; or (ii) if licensed and purchased separately, only on the replacement Hardware.</p>	<p>(ii) 公司可以在任何支持的设备上使用该软件，操作系统软件除外：(i) 包含在硬件的购买中；(ii) 如果单独许可和购买，则仅适用于更换硬件。</p>
<p>(iii) In the limited event that licensed Software includes source code, (either as part of the Software or made available separately by Juniper, or is ancillary to the Use of Software), such source code is provided "as-is", without any warranty and for internal use only unless expressly licensed otherwise by Juniper.</p>	<p>(iii) 在有限的情况下，许可软件包含源代码（作为软件的一部分或由 Juniper 单独提供，或作为软件使用的辅助），此类源代码按“原样”提供，不提供任何保证，且仅供内部使用，除非 Juniper 另外明确许可。</p>
<p>g) <u>Additional Cloud Services Terms</u>. For Cloud Services:</p>	<p>g) <u>其他云服务条款</u>。对于云服务：</p>
<p>(i) Company shall: (1) be solely responsible for the accuracy, quality, integrity and legality of Company Data; (2) prevent unauthorized Use of the Cloud Services, and notify Juniper promptly of any such unauthorized Use; (3) Use the Cloud</p>	<p>(i) 公司应：(1) 对公司数据的准确性、质量、完整性和合法性承担全部责任；(2) 防止未经授权使用云服务，并立即通知</p>

<p>Services in accordance with the Policies, Descriptive Content, and applicable Laws; (4) obtain any and all third-party consents necessary for the use and processing of Company Data in connection with the Cloud Services; and (5) Use the Cloud Services with only appropriately licensed and Juniper approved third party software and technology.</p>	<p>Juniper 任何此类未经授权的使用; (3) 根据政策、描述性内容及适用法律使用云服务; (4) 获得使用和处理与云服务相关的公司数据所需的任何及所有第三方同意; (5) 仅使用获得适当许可且 Juniper 批准的第三方软件和技术的云服务。</p>
<p>(ii) Company shall not: (1) Use the Cloud Services to store or transmit infringing, libelous, harmful or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (2) Use the Cloud Services to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of the Cloud Services or related third-party data ; and (4) permit any third party to access the Cloud Services.</p>	<p>(ii) 公司不得: (1) 使用云服务存储或传输侵权、诽谤、有害或其他非法或侵权行为的资料, 或者存储或传输侵犯第三方隐私权的资料; (2) 利用云服务存储或传输恶意代码; (3) 干扰或破坏云服务或相关第三方数据的完整性或性能; (4) 允许任何第三方访问云服务。</p>
<p><b>6. Data Protection.</b> All Processed Data is subject to the Customer DPA available on Contract Resources. By using Juniper Solutions, Company authorizes Juniper to collect and use Processed Data as set forth in the DPA.</p>	<p><b>6.数据保护。</b> 所有已处理数据均受合同资源上提供的客户 DPA 的约束。通过使用 Juniper 解决方案, 公司授权 Juniper 按照 DPA 中的规定收集和使用已处理数据。</p>
<p><b>GLOSSARY</b></p>	<p><b>术语表</b></p>
<p><b>A. Definitions applicable to the General Terms and Conditions</b></p>	<p><b>A. 适用于一般条款和条件的定义</b></p>
<p>“<u>Affiliate</u>” of a Party means, any entity and its successors controlled by, controlling, or under common control with, such Party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity remains an Affiliate as long as it continues to meet the foregoing definition.</p>	<p>一方的“<u>关联方</u>”是指受该方控制、控制或与该方共同控制的任何实体及其继承人, 其中上述任何一种形式的“控制”是指直接或间接拥有超过 50% 的股权, 有权投票选举董事或同等管理机构。只要实体继续符合上述定义, 便仍然是关联方。</p>
<p>“<u>Authorized Reseller</u>” means a reseller of Juniper Solutions that sells Juniper Solutions to Company pursuant to a valid contract with Juniper to conduct such resale activities.</p>	<p>“<u>授权经销商</u>”是指根据与 Juniper 签订的有效合同向公司销售 Juniper 解决方案以开展此类转售活动的 Juniper 解决方案经销商。</p>
<p>“<u>Cloud Services</u>” means Juniper’s generally available software-as-a-service offerings.</p>	<p>“<u>云服务</u>”是指 Juniper 通常提供的软件即服务产品。</p>
<p>“<u>Contract Resources</u>” means the following website where Program Terms, Policies, and Descriptive Content are posted:  <a href="https://www.juniper.net/us/en/legal-notices/juniper-networks-contracts-resource.html">https://www.juniper.net/us/en/legal-notices/juniper-networks-contracts-resource.html</a>.</p>	<p>“<u>合同资源</u>”是指发布计划条款、政策和描述性内容的以下网站:  <a href="https://www.juniper.net/us/en/legal-notices/juniper-networks-contracts-resource.html">https://www.juniper.net/us/en/legal-notices/juniper-networks-contracts-resource.html</a>.</p>

<p>“<u>CSD</u>” or “<u>Cloud Service Description</u>” means a description of the Cloud Service, including the incorporated SDD-Based Services, Juniper’s obligations in providing the Cloud Service, and any specific privacy and data protection information.</p>	<p>“<u>CSD</u>”或“<u>云服务描述</u>”是指云服务的描述，包括所纳入的基于 SDD 的服务、Juniper 提供云服务的义务以及任何特定的隐私和数据保护信息。</p>
<p>“<u>Data Protection Addendum</u>” or “<u>DPA</u>” means the then-current data protection addendum as set forth within the applicable Schedule.</p>	<p>“<u>数据保护附录</u>”或“<u>DPA</u>”是指当时有效的数据保护附录，如适用的附表所述。</p>
<p>“<u>Descriptive Content</u>” means the “Data Sheets,” “Service Description Document(s),” or “Cloud Service Description(s)” made available on Contract Resources that describe the Juniper Solutions, as applicable.</p>	<p>“<u>描述性内容</u>”是指合同资源上提供的描述 Juniper 解决方案的“数据表”、“服务描述文档”或“云服务描述”（如果适用）。</p>
<p>“<u>Hardware</u>” means the physical components of Juniper’s equipment delivered hereunder.</p>	<p>“<u>硬件</u>”是指根据本协议提供的 Juniper 设备的物理组件。</p>
<p>“<u>Juniper</u>” means, if Juniper Solutions are shipped, delivered or deployed by Juniper or an Authorized Reseller to a location in: (a) North America, Central America or South America, Juniper Networks (US), Inc.; (b) United Kingdom, Juniper Networks (U.K.) Limited; (c) India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or (e) where a location is not listed above, Juniper Networks International B.V., and for on-site SDD-Based Services or SOW-Based Services, exclusively means the applicable local Juniper contracting entity.</p>	<p>“<u>Juniper</u>”是指 Juniper 解决方案是否由 Juniper 或授权经销商运送、提供或部署到以下位置：(a) 北美、中美洲或南美洲，Juniper Networks (US), Inc.; (b) 英国，Juniper Networks (U.K.) Limited; (c) 印度，Juniper Networks Solution India Private Limited; (d) 澳大利亚，Juniper Networks Australia Pty Ltd; (e) 上面未列出的地点，Juniper Networks International B.V.，对于基于 SDD 的现场服务或基于 SOW 的服务，专</p>
<p>“<u>Juniper Solutions</u>” consists of, together or individually, Hardware, Software, Services and Cloud Services.</p>	<p>“<u>Juniper 解决方案</u>”由硬件、软件、服务和云服务共同或单独组成。</p>
<p>“<u>Laws</u>” means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.</p>	<p>“<u>法律</u>”是指任何地区或司法管辖区的法律、条例、准则、规则、标准和法规。</p>
<p>“<u>Licensing Guide</u>” means the guidelines published on Contract Resources pertaining to activation, installation, management, and monitoring of Software licenses.</p>	<p>“<u>许可指南</u>”是指合同资源上发布的有关软件许可证的激活、安装、管理和监控的指南。</p>
<p>“<u>Onboarding Information</u>” means information shared between Juniper and the Company (as updated from time to time) for the purposes of transacting under this Agreement.</p>	<p>“<u>入职信息</u>”是指 Juniper 与公司之间为了根据本协议进行交易而共享的信息（不时更新）。</p>
<p>“<u>Policies</u>” means, without limitation, any policies, guidelines, or procedures applicable to Juniper Solutions made available on Contract Resources that are effective as of the date of the Purchase Order.</p>	<p>“<u>政策</u>”是指但不限于合同资源上提供的适用于 Juniper 解决方案的任何政策、指南或程序，自采购订单之日起生效。</p>

<p>“<u>Processed Data</u>” means Personal Data (as defined in the DPA) collected, processed, or used in connection with the provision of Juniper Solutions.</p>	<p>“<u>已处理数据</u>”是指在提供 Juniper 解决方案时收集、处理或使用的个人数据（如 DPA 中的定义）。</p>
<p>“<u>Program Terms</u>” means any country, industry, channel, program, or product-specific terms and conditions made available on Contract Resources.</p>	<p>“<u>计划条款</u>”是指合同资源上提供的任何国家/地区、行业、渠道、计划或产品特定条款和条件。</p>
<p>“<u>Purchase Order</u>” or “<u>Order</u>” means an order issued to and accepted by Juniper which is fully authorized by a Company representative and subject to the terms and conditions of this Agreement.</p>	<p>“<u>采购订单</u>”或“<u>订单</u>”是指向 Juniper 发出并被其接受的由公司代表完全授权且遵守本协议的条款和条件的订单。</p>
<p>“<u>Quote</u>” means a quotation issued to Company or the Authorized Reseller for the purchase of Juniper Solutions.</p>	<p>“<u>报价</u>”是指向公司或授权经销商发出的购买 Juniper 解决方案的报价。</p>
<p>“<u>Schedule</u>” refers to the terms applicable to Company’s purchasing model and attached to the GTC.</p>	<p>“<u>附表</u>”是指适用于公司采购模式并附加于 GTC 的条款。</p>
<p>“<u>SDD</u>” or “<u>Services Description Document</u>” means a document describing the associated SDD-Based Services.</p>	<p>“<u>SDD</u>”或“<u>服务描述文档</u>”是指描述相关的基于 SDD 的服务的文档。</p>
<p>“<u>SDD-Based Services</u>” means collectively, services provided by Juniper as described in the applicable SDD.</p>	<p>“<u>基于 SDD 的服务</u>”统指由 Juniper 提供的适用 SDD 中所述的服务。</p>
<p>“<u>Services</u>” means collectively SDD-Based Services and SOW-Based Services.</p>	<p>“<u>服务</u>”统指基于 SDD 的服务和基于 SOW 的服务。</p>
<p>“<u>Software</u>” means the Juniper machine-readable object code and accompanying activation keys, if any, made available to Company, whether incorporated in the Hardware (e.g., firmware) or delivered separately, and includes Software Releases and any Updates of that Software the Company is entitled to through Maintenance Services.</p>	<p>“<u>软件</u>”是指向公司提供的 Juniper 机器可读目标代码和随附的激活密钥（如果有），无论是包含在硬件（例如固件）中还是单独提供，并且包括公司有权通过维护服务获得的软件版本和任何软件更新。</p>
<p>“<u>Software Release</u>” means a new production version of the Software.</p>	<p>“<u>软件版本</u>”是指软件的新制作版本。</p>
<p>“<u>Statement of Work</u>” or “<u>SOW</u>” means a document executed by the Parties that references this Agreement and describes the scope and details of SOW-Based Services that shall include at a minimum: (i) a reasonably detailed description of the project or services to be performed; (ii) a schedule and completion date; (iii) the description of who will perform the applicable services; (iv) an acceptance procedure for the services rendered; (v) a compensation and payment schedule; and (vi) the identity of the Company that will receive the the services.</p>	<p>“<u>工作说明书</u>”或“<u>SOW</u>”是指由双方签署的引用本协议并描述基于 SOW 的服务的范围和细节的文档，至少应包括以下内容：(i) 对要执行的项目或服务的合理详细的描述；(ii) 计划和完成日期；(iii) 谁将执行适用服务的描述；(iv) 所提供服务的验收程序；(v) 补偿和付款计划；(vi) 将接收服务的公司的身份。</p>

<p>“SOW-Based Services” means, collectively, services provided Juniper as described in an applicable SOW.</p>	<p>“基于 SOW 的服务”统指由 Juniper 提供的适用 SOW 中所述的服务。</p>
<p>“Tax” or “Taxes” means all taxes, levies, imposts, all custom and stamp duties, tariffs, import fees, fines or other charges imposed by any jurisdiction, country or any subdivision or authority arising out of this Agreement or any instrument or agreement otherwise required, and all related interest, penalties or similar liabilities, except such taxes as are imposed on or measured by a Party’s net or gross income, capital, net worth, franchise, privilege, or property.</p>	<p>“税费”或“税款”指所有税款、征税、进口税、所有海关和印花税、关税、进口费、罚款或任何司法管辖区、国家/地区或任何部门或机构因本协议或任何其他必要的文书或协议而征收的其他费用，以及所有相关利息、罚款或类似责任，但对一方的净收入或总收入、资本、净值、特许经营权、特权或财产征收或衡量的税款除外。</p>
<p>“Third-Party Software” means any software (including object code, binary code, source code, interpreted code, script code, firmware, drivers, microcode, application programming interfaces, web services, software development kits, subroutines or other code, and including commercial, open-source and freeware software) and any documentation or other material related to such software, and any derivative of any of the foregoing, that is not majority owned by Juniper.</p>	<p>“第三方软件”是指任何软件（包括目标代码、二进制代码、源代码、解释代码、脚本代码、固件、驱动程序、微代码、应用程序编程接口、Web 服务、软件开发工具包、子例程或其他代码，包括商业软件、开源软件和免费软件）以及与此类软件相关的任何文档或其他资料，以及上述任何内容的任何衍生品，且 Juniper 不拥有多数股权。</p>
<p>“Update” means updates, fixes, corrections, enhancements and other modifications to the Software or Cloud Service.</p>	<p>“更新”是指对软件或云服务的更新、修复、更正、增强和其他修改。</p>
<p><b>B. Definitions applicable to the Customer Schedule</b></p>	<p><b>B. 适用于客户附表的定义</b></p>
<p>“Approved Source” means Juniper or an Authorized Reseller.</p>	<p>“批准的来源”是指 Juniper 或授权经销商。</p>
<p>“Company Data” means all information submitted by Company to Juniper and may include third-party data.</p>	<p>“公司数据”是指公司向 Juniper 提交的所有信息，可能包括第三方数据。</p>
<p>“License Metric” means a unit of measurement that restricts the use of the Software or Cloud Service (e.g., Network Element or Node, or any other metric set forth in a SKU or other notification).</p>	<p>“许可指标”是指限制软件或云服务使用的计量单位（例如网络元素或节点，或 SKU 或其他通知中规定的任何其他指标）。</p>
<p>“License Term” means the period during which the Company is permitted to Use the Software or Cloud Services.</p>	<p>“许可期限”是指公司被允许使用软件或云服务的期限。</p>
<p>“Licensed Units” mean a number of units under a License Metric that limits the Use of the licensed Software or Cloud Services (e.g., 10M, 50 Nodes, or any other units under a License Metric set forth in a SKU or other notice).</p>	<p>“许可单位”是指根据 SKU 或其他通知中规定的许可指标，限制使用许可软件或云服务的许可指标规定的单位数量（例如 10M、50 个节点或任何其他单位）。</p>

<p>“<u>Malicious Code</u>” means viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any identifying information or other metadata associated with them, such as suspected malicious website, URL, or IP addresses.</p>	<p>“<u>恶意代码</u>”是指病毒、蠕虫、定时炸弹、特洛伊木马和其他有害或恶意代码、文件、脚本、代理程序、程序或任何识别信息或其他与之相关的元数据，例如可疑的恶意网站、URL 或 IP 地址。</p>
<p>“<u>Network Element</u>” or “<u>Node</u>” means a physical or virtual device recognizable by the Software as a unique device that the Software may directly or indirectly administer, monitor, manage, provision, or configure.</p>	<p>“<u>网络元素</u>”或“<u>节点</u>”是指可被软件识别为唯一设备的物理或虚拟设备，该软件可以直接或间接管理、监控、控制、提供或配置。</p>
<p>“<u>Perpetual License</u>” means a license with a perpetual License Term.</p>	<p>“<u>永久许可证</u>”是指具有永久许可期限的许可证。</p>
<p>“<u>SKU</u>” means a stock-keeping unit or unique identifier for each distinct product and service that can be purchased and any summary description of such product or service.</p>	<p>“<u>SKU</u>”是指可购买的每种不同产品和服务的库存单位或唯一标识符以及此类产品或服务的所有概述。</p>
<p>“<u>Subscription</u>” means a license to Use the Software or the Cloud Services solely during a fixed License Term.</p>	<p>“<u>订阅</u>”是指仅在固定许可期限内使用软件或云服务的许可证。</p>
<p>“<u>True Up</u>” means a reconciliation by Company of its deployment or Use of unpurchased or unlicensed Juniper Solutions.</p>	<p>“<u>调整</u>”是指公司对其部署或使用未购买或未经许可的 Juniper 解决方案进行的调整。</p>
<p>“<u>Use</u>” and “<u>Used</u>” means: (a) for Software, to install, use, access, activate, or view the Software in executable form; and (b) for Cloud Service, to access that Cloud Service.</p>	<p>“<u>使用</u>”和“<u>已使用</u>”表示：(a) 对于软件，安装、使用、访问、激活或查看可执行的软件；(b) 对于云服务，访问该云服务。</p>
<p>“<u>Users</u>” means employees, consultants, contractors, and agents authorized to Use the Software or Cloud Services under valid Subscriptions or Perpetual licenses.</p>	<p>“<u>用户</u>”是指根据有效订阅或永久许可证获得授权使用软件或云服务的员工、顾问、承包商和代理。</p>