IMPORTANT -- READ THIS AGREEMENT BEFORE USING OR ACCESSING ANY JUNIPER SOLUTIONS.

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.

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.

JUNIPER PURCHASE AND LICENSE AGREEMENT

This Juniper Purchase and License Agreement (the "**Agreement**" or "**JPLA**") is entered into between Juniper (as defined below) and the party accepting these terms ("**Company**") (each a "**Party**", collectively the "**Parties**"), and consists of the General Terms and Conditions, Schedule(s), Glossary, and other documentation incorporated into this Agreement.

GENERAL TERMS AND CONDITIONS

1. Scope. These General Terms and Conditions ("**GTC**") 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).

2. Precedence. 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.

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 shall explicitly reference the provision it modifies and will identify the revised order of precedence.

3. Term. This Agreement is effective from the date of the last signature or when it is accepted by Company online (the "**Effective Date**") and will have an initial term of twelve (12) months immediately following the Effective Date ("**Initial Term**"). After the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a "**Renewal Term**") (collectively, the "**Agreement Term**"), 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.

4. Transactional Terms. Where Company purchases or licenses Juniper Solutions directly from Juniper, Company will comply with the following terms:

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.

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.

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.

d) <u>Cancellations</u>. To the extent permitted by law, Purchase Orders are non-cancellable.

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 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.

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).

5. Company Affiliates. 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.

6. Confidentiality

a) <u>Scope</u>. "**Confidential Information**" means all information disclosed, directly or indirectly, by either Party to the other Party (the "**Receiving Party**") 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.

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.

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.

7. Intellectual Property. 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.

8. Intellectual Property Indemnity

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 ("**IP Claims**"), 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.

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 (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).

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.

THE FOREGOING TERMS STATE JUNIPER'S ENTIRE LIABILITY AND COMPANY'S SOLE REMEDY FOR THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

9. Limitation of Liability

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.

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 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.

10. Warranty Disclaimer. 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.

11. Termination

a) Suspension. 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.

b) Termination for Breach. 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 portion of prepaid fees beyond the date of termination.

c) Survival. 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.

12. Miscellaneous

a) Governing Law and Jurisdiction. 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.

b) Compliance with Laws, Policies, and Program Terms. Each Party shall comply with all applicable Laws, Policies, and Program Terms.

c) Export. 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.

d) Force Majeure. 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.

e) Assignment. 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.

f) Notices. 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.

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.

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.

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.

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.

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.

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.

CUSTOMER SCHEDULE
(Applies to all purchases of Juniper Solutions for internal use)

1. Applicability. 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.

2. Terms for all Juniper Solutions

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.

b) <u>Onboarding Information</u>. The Parties agree to provide Onboarding Information in support of this Agreement.

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.

d) <u>End of Life / End of Service</u>. Juniper's End of Life and End of Service procedures are available on Contract Resources.

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.

f) <u>Users</u>. Company is responsible for all acts or omissions of its Users with respect to Juniper Solutions.

3. Specific Terms for Hardware

a) <u>Hardware Warranty</u>. The terms and conditions of the applicable warranties are available on Contract Resources.

b) <u>Transfer</u>. All transfers are subject to the inspection and reinstatement Policies available on Contract Resources.

4. Specific Terms for Services

a) <u>SDD-Based Services</u>.

    i. <u>SDD</u>. Scope and details of SDD-Based Service-specific terms are specified in the SDD.

    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.

    iii. <u>True Up</u>. Company must promptly True Up any unpurchased SDD-Based Services rendered by Juniper.

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.

c) <u>Warranty</u>. Juniper warrants that Services will be performed in a professional manner following industry standards.

5. Specific Terms for Software and Cloud Services

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.

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.

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).

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.

e) <u>Warranty</u>. Juniper will provide Software and Cloud Services with commercially reasonable care in material conformance with the applicable Descriptive Content.

f) <u>Additional Software Terms</u>. For Software:

(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.

(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.

(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.

g) <u>Additional Cloud Services Terms</u>. For Cloud Services:

(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 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.

(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.

6. Data Protection. 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.

GLOSSARY

A. Definitions applicable to the General Terms and Conditions

"<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.

"<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.

"Cloud Services" means Juniper's generally available software-as-a-service offerings.

"Contract Resources" means the following website where Program Terms, Policies, and Descriptive Content are posted: https://www.juniper.net/us/en/legal-notices/juniper-networks-contracts-resource.html.

"CSD" or "Cloud Service Description" 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.

"Data Protection Addendum" or "DPA" means the then-current data protection addendum as set forth within the applicable Schedule.

"Descriptive Content" 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.

"Hardware" means the physical components of Juniper's equipment delivered hereunder.

"Juniper" 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.

"Juniper Solutions" consists of, together or individually, Hardware, Software, Services and Cloud Services.

"Laws" means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.

"Licensing Guide" means the guidelines published on Contract Resources pertaining to activation, installation, management, and monitoring of Software licenses.

"Onboarding Information" means information shared between Juniper and the Company (as updated from time to time) for the purposes of transacting under this Agreement.

"Policies" 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.

"Processed Data" means Personal Data (as defined in the DPA) collected, processed, or used in connection with the provision of Juniper Solutions.

"Program Terms" means any country, industry, channel, program, or product-specific terms and conditions made available on Contract Resources.

"Purchase Order" or "Order" 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.

"Quote" means a quotation issued to Company or the Authorized Reseller for the purchase of Juniper Solutions.

"Schedule" refers to the terms applicable to Company's purchasing model and attached to the GTC.

"SDD" or "Services Description Document" means a document describing the associated SDD-Based Services.

"SDD-Based Services" means collectively, services provided by Juniper as described in the applicable SDD.

"Services" means collectively SDD-Based Services and SOW-Based Services.

"Software" 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.

"Software Release" means a new production version of the Software.

"Statement of Work" or "SOW" 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.

"SOW-Based Services" means, collectively, services provided Juniper as described in an applicable SOW.

"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.

"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.

"Update" means updates, fixes, corrections, enhancements and other modifications to the Software or Cloud Service.

B. Definitions applicable to the Customer Schedule

"Approved Source" means Juniper or an Authorized Reseller.

"Company Data" means all information submitted by Company to Juniper and may include third-party data.

"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).

"License Term" means the period during which the Company is permitted to Use the Software or Cloud Services.

"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).

"Malicious Code" 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.

"Network Element" or "Node" 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.

"Perpetual License" means a license with a perpetual License Term.

"SKU" 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.

"Subscription" means a license to Use the Software or the Cloud Services solely during a fixed License Term.

"True Up" means a reconciliation by Company of its deployment or Use of unpurchased or unlicensed Juniper Solutions.

"Use" and "Used" 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.

"Users" means employees, consultants, contractors, and agents authorized to Use the Software or Cloud Services under valid Subscriptions or Perpetual licenses.