

Core Program Terms

(A set of core terms and conditions that apply to each Program that references these Program Terms)

1. Program Administration

a) Precedence, Primacy, and Application of these Program Terms. The Parties agree that: (i) in accordance with Section 2 of the GTC, these: (1) terms and conditions are “Programs Terms” as defined in the Agreement; and (2) Program Terms prevail over the Program Guide and any Additional Rules in the event of a conflict; and (ii) these Program Terms, together with the Agreement, apply to, and control, any Program: (1) which references these Program Terms; or (2) which the Company has been sent an Invitation to Participate by Juniper.

b) Key Contacts. The Company must at all times have nominated personnel that, and provide all details required by Juniper to Juniper’s satisfaction of such personnel to, perform the roles of the:

- (i) **Primary Legal Contact**, a duly authorized representative capable of legally binding the Company to the terms and conditions of the Agreement and make other legal commitments (such as sending and receiving notices) on behalf of the Company; and
- (ii) **Partner Leader**, a point of contact in the Company for business communications, sales quotas and wider system access controls,

and Juniper may require the Company to nominate personnel to perform additional roles within Juniper’s systems from time to time. Any commitments or obligations owed to Juniper and actioned by the Partner Leader or any of the additional roles contemplated in Section 1(b) of these Program Terms is deemed an action of the Primary Legal Contact.

c) Juniper Channel Contact Information. For administrative correspondence in connection with a Program (including matters under Section 1(b) of these Program Terms), the Company may, according to its Territory, email Juniper at either: channel-support-AMER@juniper.net (for Americas, including LATAM), channel-support-APAC@juniper.net (for Asia Pacific, Japan and India) or channel-support-center-EMEA@juniper.net (for EMEA).

d) Program Notification. Juniper may adopt certain systems in the administration, operation and management of a Program. The Company must comply with the systems’ requirements and operations as required by Juniper (including as set forth in the Program Guide) to participate in, and remain eligible, under a Program. Each notice sent by Juniper to the Company using any of the systems contemplated under this Section 1(d) of these Program Terms is deemed a notice for the purposes of Section 12(f) of the GTC.

e) Reclamation Rights. Juniper is entitled to fully recover any Benefits provided to the Company using any means as Juniper considers appropriate, if the Company is in breach of these Program Terms or the Agreement. The Company shall repay any such Benefits upon demand by Juniper.

f) Purchase Order Requirements. The Company must comply with the Purchase Order Requirements for all orders associated with a Program.

g) Prescribed Forms. Where Juniper requires the Company to use a prescribed form in conjunction with a Program, Juniper has no obligation to provide any Benefits to the Company unless and until such prescribed forms are completed and used in the required manner to the satisfaction of Juniper.

h) No Accumulation of Benefits. The Benefits under a Program are independent from any other Juniper program and are not combinable, mergeable, stackable, transferable or interchangeable with any other benefit provided by Juniper, including without limitation, any promotion, credit, funding program, discount, remuneration or compensation, or other special pricing offer.

i) Third Party Payments. The Company acknowledges and agrees that Juniper may use a third party to perform Juniper’s payment obligations with respect to any Benefits earned and owed to the Company, and such payments

will extinguish Juniper's obligation to the Company in full. Juniper will notify the Company of the third party performing these payment obligation on behalf of Juniper.

j) Program Rules. The Company must comply with any instructions, directions, guidelines or rules as set out in the Program Guide, or as notified by Juniper to the Company from time to time, to be eligible for any Benefits.

k) Anti-Bribery and Anti-Corruption Laws. Without limiting anything in the Agreement, the Company must: (i) comply with all applicable anti-bribery and anti-corruption laws; and (ii) not, directly or indirectly, make, offer or issue authorization to pay any money, gift, bribes, kickbacks or anything of value to anyone, including foreign or government officials, employees, or representatives of any government, company, or public or international body, or to any other party, that is or could be perceived as intended, directly or indirectly, to improperly influence or obtain any unfair competitive advantage to obtain or retain business related in any way to Juniper Solutions.

2. Program Requirements

a) Company Eligibility. Subject to the terms and conditions of these Program Terms, to be eligible to participate in a Program and any Benefits, the Company must: (i) be in good standing with its commitments to Juniper; (ii) have no undisputed and overdue amounts owed to Juniper; (iii) comply with any Program Rules; (iv) meet and maintain the Program Standards; and (v) not otherwise be in breach of any Program or the Agreement.

b) Non-exclusive Participation. The Company's participation in any Program is non-exclusive.

c) Permitted Disclosure. The Company may disclose the fact that it is participating in a Program to an Authorized Distributor to obtain the benefit of this Program. These Program Terms are the Confidential Information of Juniper.

3. Eligible Solutions and Eligible Activities. The Program Guide will set out the: (i) Eligible Solutions that the Company must resell to Customers; or (ii) Eligible Activities that the Company must perform, to be eligible to receive Benefits under a Program.

4. Program Compliance Audit. All information, compliance, and performance requirements of the Company with respect to the Program are auditable under the audit provisions of the Agreement. Notwithstanding anything to the contrary in the Agreement, the Company must reply promptly to any request by Juniper to verify the Company's compliance with these Program Terms and the Program Guide. Juniper may suspend the payment of all Benefits to the Company if the Company does not comply with this Section 4 of these Program Terms.

5. Program Guide and Program Standards. The Company must comply with the: (i) Program Guide; and (ii) Program Standards. The Program Standards required under the Program may vary depending on the Status of the Company and must be satisfied by the Company to be eligible for any Benefits associated with the Program.

6. Change Rights and Prohibition. Juniper reserves the right to amend, suspend, modify or terminate the Program, the Program Guide or the Program Terms (or any part thereof) at any time without notice to the Company and without any liability of Juniper. Where these Program Terms, a Program or the Program Guide is found to be prohibited by law or by any policy of the Company, Juniper will not be held liable to the Company or any third party, if the Program Terms violate specific company policies or local country laws.

7. Benefits and Channel Interactions. The Company acknowledges and agrees that:

- (i) the Company must nominate and use only one (1) VAR-ID for the recognition, association and accumulation of the Net Sales recorded under each Program, and Juniper must approve the use of that Company nominated VAR-ID;
- (ii) any sales activities that the Company records against other vendor identifiers (including any other VAR-ID) under a Program will be forfeited by the Company, and ineligible for any Benefit associated with those Company activities;
- (iii) for any transaction involving multiple Juniper authorized resellers, only the Juniper authorized reseller identified in the Authorized Distributor's system will be eligible for the Benefit associated with the

transaction such that the remaining Juniper authorized resellers have no entitlement to any Benefit, or any part of a Benefit, relating to that transaction;

- (iv) any Benefits earned by the Company that exceed the Benefits Cap set by Juniper are forfeited by the Company;
- (v) all Benefits are exclusive of Taxes; and
- (vi) notwithstanding any reporting obligations of Juniper to any government authority or institution, the payment of any tax, cost or impost applied by any government authority or institution to any Benefits received by any person (including the Company) is not the responsibility, nor for the account of, Juniper.

8. HPE Integration

For the purposes of clarity, the Company acknowledges and agrees that each Program is separate from any HPE channel program and the terms and conditions defined or used in any Program: (i) are not interchangeable with any HPE channel program; and (ii) prevail and apply to a Program to the exclusion of any similarly defined terms and conditions in any HPE channel program.

9. Consent and Changes. The Company:

- (i) consents, and has procured the consent from each of the nominated personnel contemplated in Section 1(b) of these Program Terms, to disclose any: (1) Personal Identified Information (PII) of the nominated personnel contemplated in Section 1(b) of these Program Terms; or (2) sales, services or customer satisfaction data, to HPE solely for the purposes of the: (A) management and operation of a Program and the equivalent partner program operated by HPE; and (B) reconciliation, modification and correction of any information within the systems of Juniper and the HPE systems;
- (ii) must promptly provide Juniper with updated information and all necessary supporting documentation as required by Juniper, if any of the details of the personnel provided under Sections 1(b) of these Program Terms change, to give effect to the change within Juniper's systems;
- (iii) consents to Juniper using the Company's sales data, including third parties processing such data, for the operation and management of a Program; and
- (iv) agrees to do the things reasonably required by Juniper to comply with the Company's obligations under Sections 9(i), 9(ii) and 9(iii) of these Program Terms,

and all consents and authorizations provided under this Section 9 of these Program Terms are consents and authorizations for the purposes of the DPA.

10. Stewardship. The Company must refrain from conduct, including negligence, that may result in: (i) any false statement, or speculation, about Juniper, Juniper Solutions, HPE or HPE solutions; or (ii) damage to, or disparagement of, the reputation or goodwill of either Juniper or HPE (or the reputation or goodwill of Juniper Solutions or HPE solutions).

11. Specific Remedies. In addition to any other remedy Juniper may have under the Agreement, any failure of the Company to comply with Sections 1 through 10 (inclusive) of these Program Terms may result in: (i) a reduced ability, or inability, by Juniper to provide the Benefits associated with the Eligible Solutions or Eligible Activities as the case may be; (ii) the forfeiture by the Company of any claim to any Benefits.

12. Extended Shipment Period. If applicable, Juniper may notify the Company that the Shipment Period has been extended by a period not exceeding: (i) ninety (90) days from the end of the Program Period where Juniper decides, in its absolute discretion, to evaluate dispatched orders of Eligible Solutions; or (ii) one hundred and eighty days (180), where Juniper decides, in its absolute discretion, to conduct a final assessment of dispatched orders for Eligible Solutions.

GLOSSARY

- A. **Definitions Applicable to these Program Terms.** Capitalized terms not defined herein shall have the meanings provided in the Agreement. A term in this Section which has been defined in the Agreement is a restatement, does not limit, and clarifies, the equivalent term as defined in the Agreement with respect to these Program Terms.

“Additional Rules” means any terms and conditions, instructions, directions, guidelines or rules in addition to these Program Terms, Program Rules or Program Standards which are associated with a program that references these Program Terms.

“Agreement” means the Juniper Purchase and License Agreement with either a: (i) Channel Schedule; or (ii) Managed Services Schedule, or as referenced in the Invitation to Participate.

“Benefits Cap” means the limit of Benefits that can be earned by the Company under a Program.

“Eligible Activities” means activities or initiatives that have been approved by Juniper in writing that the Company performs for the benefit of the Customer.

“Eligible Solutions” means the Juniper Solutions that are made available for purchase by the Company which, subject to these Program Terms, may entitle the Company to receive Benefits.

“Excluded Sales” means the sale by the Company of any: (i) Juniper Solutions that are not Eligible Solutions; or (ii) Eligible Solutions that: (1) the Company is not authorized nor permitted to sell; (2) are sold at a discount that Juniper deems, in its absolute discretion, is excessive; (3) are returned, cancelled, rejected, or not received by the Customer; and (4) are sold prior to the commencement of the Program.

“HPE” means the Hewlett Packard Enterprise Company.

“Invitation to Participate” means a written notice from Juniper inviting the Company to participate in the Program as described in that notice.

“Net Sales” means the sales of Eligible Solutions by the Company, less any Excluded Sales, over the relevant Program Period.

“Program Guide” means descriptive, instructional and explanatory material or other information setting out the specifics, parameters and nature of a Program as contemplated in these Program Terms for compliance by the Company, and includes any document attached to, or referenced by, the Program Guide and may take the form of written material, webpages, brochures, slides, and audio-visual material.

“Program Period” means, unless stated otherwise in the Program Guide or these Program Terms, a period of twelve (12) months commencing from the date specified by Juniper.

“Program Rules” means the things contemplated in Section 1(j) of these Program Terms.

“Program Standards” means the objectives, targets, goals, skill requirements (including qualifications and certifications), quotas and all other similar particulars of the Program contained in the Program Guide.

“Program” means a program within the meaning contemplated in Section 2(b) of the Channel Schedule, and consists of these Program Terms, the Program Guide, the Program Standards, and any Program Rules issued by Juniper to the Company in furtherance of the Program.

“Shipment Period” means the period: (i) where Eligible Solutions are shipped through an Authorized Distributor, which is recorded in Point of Sale Information; or (ii) in each other case, which commences on the date the ordered Eligible Solutions are dispatched for a period not exceeding forty-five (45) days from the end of the Program Period.

“Status” means the status, capability or tier level resulting from the Company’s performance as an Authorized Reseller or managed-services provider of Juniper, which may entitle the Company to differentiated Benefits under a Program.