

BY ACCESSING OR USING THE JUNIPER SOLUTION (AS DEFINED BELOW) OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED HEREIN, YOU (AS CUSTOMER OR IF YOU ARE NOT THE CUSTOMER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE CUSTOMER) CONSENT TO BE BOUND BY THESE LOAN AND LICENSE TERMS ("TERMS"). IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT ACCESS OR USE THE JUNIPER SOLUTION.

1. **Scope.** Juniper (as defined below) agrees to provide applicable hardware, license to use software, and/or access to cloud services (together or individually, the "Juniper Solution") to customer ("Customer") directly or through an authorized Juniper reseller for trial, evaluation, proof of concept, or other similar purposes as set forth herein ("Evaluation") during the Loan Period (as defined below). The parties agree that these Terms take precedence over any conflicting terms in the parties' applicable purchase and license agreement. "Juniper" means, if the Juniper Solution is shipped, rendered, delivered or deployed 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.
2. **Loan Period.** The "Loan Period" is either: (i) the term specified by Juniper in writing; or (ii) if no period is identified, sixty (60) calendar days after the Juniper Solution is made available to Customer.
3. **License; Right to Use; Use Prohibitions.** Subject to the limitations set forth herein, Juniper grants to Customer during the Loan Period a revocable, non-exclusive, and non-transferable license and right to use the Juniper Solution solely for the purpose of Evaluation solely at the location(s) specified in advance by Customer in written notice to Juniper. Unless agreed to in writing, any demonstration hardware may only be used for internal testing and evaluation in a non-production environment. This license and right to use will expire upon the termination of these Terms. Customer shall not perform, nor allow, authorize, or assist others to make unauthorized copies, reverse engineer, decompile, disassemble, or modify any portion of the Juniper Solution. Customer shall not create derivative works of, grant any rights to, distribute, or otherwise use the Juniper Solution other than as expressly authorized herein.
4. **Confidentiality.** The parties agree that aspects of the Juniper Solution and associated documentation and any test results, business and technical plans or financial information or Customer feedback or modifications related to Juniper or the Juniper Solution are the confidential property of Juniper ("Confidential Information"). As such, Customer shall exercise all reasonable commercial efforts to maintain confidentiality of the Confidential Information, including restricting access to Customer employees and contractors having a need to use the Confidential Information for Customer's internal business purposes. These obligations shall survive termination of these Terms.
5. **Data Protection.** If Juniper accesses, processes, and/or uses personal data in connection with these Terms, then Juniper's Data Protection Agreement (<https://www.juniper.net/us/en/privacy-policy/customer-dpa.html>) shall apply.
6. **Ownership and Delivery.** Juniper retains ownership of all right, title, interest, and related intellectual property rights in and to the Juniper Solution, associated documentation, and Juniper's Confidential Information. The shipping terms that apply to the Juniper Solution are available at <https://www.juniper.net/Shipping-Terms-Exhibit> ("Shipping Terms Exhibit").
7. **Risk of Loss.** Customer assumes all risk of loss, damage to, and make good or replacement costs of the Juniper Solution while it is in Customer's use or possession.
8. **Warranty Disclaimer and Limitation of Liability.** THE JUNIPER SOLUTION IS PROVIDED "AS IS" AND ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE HEREBY DISCLAIMED. JUNIPER HAS NO DUTY TO FURNISH ANY REPLACEMENT, REPAIR, UPDATE OR TECHNICAL ASSISTANCE WITH REGARD TO THE JUNIPER SOLUTION, ANY PORTION THEREOF, OR ANY VOLUNTARILY PROVIDED REPLACEMENTS THERETO. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OF ANY KIND. EITHER PARTY'S (INCLUDING THEIR AFFILIATES') AGGREGATE LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THESE TERMS SHALL BE LIMITED TO THE LIST PRICE OF THE APPLICABLE JUNIPER SOLUTION.
9. **Termination and Failure to Return.** These Terms will terminate upon the earlier of (1) expiration of the Loan Period, or (2) any breach of these Terms. Upon termination, Customer shall stop using, remove all Customer information from, and as to any hardware, remove all PII that may remain on non-volatile memory and return the Juniper Solution, DDP (INCOTERMS 2020) Juniper Distribution Center designated by Juniper, within five (5) calendar days. If Customer fails to stop using and/or return the Juniper Solution as set forth herein, Customer agrees to pay a surcharge for the applicable Juniper Solution.
10. **Export.** Customer agrees to comply with all applicable export laws, restrictions, and regulations and all applicable economic sanctions contemplated with the terms and conditions of the Shipping Terms Exhibit.
11. **Notices.** All notices shall be sent in writing by registered mail or receipted courier service to: (i) Juniper, to General Counsel, Juniper Networks, Inc., 1133 Innovation Way, Sunnyvale, CA 94089 USA; or (ii) Customer, to the address provided.
12. **Governing Law.** These Terms shall be governed by the laws of the State of California, without reference to California's conflicts of laws principles or application of the U.N. Convention on Contracts for the International Sale of Goods, and the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.
13. **Non-Waiver.** A party's failure to enforce any provision herein shall not constitute a waiver of any future enforcement of that or any other provision herein.