

SOFTWARE EVALUATION LICENSE AGREEMENT

READ THIS LICENSE AGREEMENT ("AGREEMENT") BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE EMBEDDED OR LOADED THEREIN OR DELIVERED THEREWITH. DOWNLOADING, INSTALLING, OR USING THE SOFTWARE 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 THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN (A) DO NOT DOWNLOAD, INSTALL, OR USE SOFTWARE, AND (B) YOU MAY CONTACT JUNIPER NETWORKS REGARDING LICENSE TERMS.

1. **The Parties.** The parties to this Agreement are (i) Juniper Networks (U.S.), Inc. (for Software to be installed in a Customer location in the Americas), (ii) Juniper Networks Ireland (for Software to be installed in a Customer location in Europe, Middle East, Africa or the Asia Pacific region) such applicable entity being referred to herein as "Juniper", and (iii) the person or organization that received from Juniper or an authorized Juniper reseller the applicable software license(s) for use of the Software ("Customer") (collectively, the "Parties").
2. **The Software.** In this Agreement, "Software" means the program modules and features of the Juniper or Juniper-supplied software embedded in, loaded onto the hardware or delivered therewith and also includes updates, upgrades and new releases of such software.
3. **Loan Period.** The "Loan Period" commences on the date Juniper Networks provides the Software to Customer and shall continue for a period of sixty (60) days thereafter, unless otherwise extended by Supplier in its sole discretion.
4. **License Grant.** Subject to the limitations and restrictions set forth herein, Juniper grants to Customer a revocable, non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, (a) solely for Customer's internal testing and evaluation in a non-production environment, (b) only in a manner consistent with the documentation that accompany the Software. This license shall terminate upon the earlier of (1) termination of this Agreement by Juniper or (2) expiration of the Loan Period. Customer shall pay any taxes or duties however designated or imposed with respect to the loan of the Software and shall promptly reimburse Juniper for any and all taxes or duties that Juniper may be required to pay in connection with this Agreement or its performance.
5. **Use Prohibitions.** The Software provided hereunder is solely for the purpose of testing in contemplation of a future purchase of a future purchase of Juniper Networks Software that is non-transferable and not for resale. Notwithstanding the foregoing, the license provided herein does not permit the Customer to, and Customer agrees not to and shall not: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software; (b) make unauthorized copies of the Software; (c) rent, sell, transfer, or grant any rights in and to any copy of the Software, in any form, to any third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the Software or any product in which the Software is embedded; (e) distribute any copy of the Software to any third party; (f) distribute any key for the Software provided by Juniper to any third party; (g) use embedded Software on non-Juniper equipment; (h) disclose the results of testing or benchmarking of the Software to any third party without the prior written consent of Juniper; or (i) use the Software in any manner other than as expressly provided herein.
6. **Confidentiality.** The Parties agree that aspects of the Software and associated documentation and any test results, business and technical plans or financial information related to Juniper or the Software are the confidential property of Juniper ("Confidential Information"). As such, Customer shall exercise all reasonable commercial efforts to maintain the Confidential Information in confidence, which at a minimum includes restricting access to the Confidential Information to Customer employees and contractors having a need to use the Confidential Information for Customer's internal business purposes.
7. **Ownership and Risk of Loss.** Juniper and Juniper's licensors, respectively, retain ownership of all right, title, and interest (including, without limitation all patent, copyright, trade secret, trademark or other intellectual property rights) in and to the Software, associated documentation, and all copies of the Software and associated documentation. Nothing in this Agreement constitutes a transfer or conveyance of any right, title, or interest in the Software, associated documentation, or copies of the Software.
8. **Warranty, Disclaimer of Warranty, Limitation of Liability.** THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. JUNIPER OR ITS AFFILIATES, LICENSORS OR SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, AND EXPRESSLY DISCLAIM ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN NO EVENT DOES JUNIPER OR ITS AFFILIATES, LICENSORS OR SUPPLIERS WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JUNIPER OR ITS AFFILIATES, LICENSORS OR SUPPLIERS SHALL NOT 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 REGARDLESS OF THE FORM OF THE ACTION, ARISING OUT OF THIS AGREEMENT, ANY JUNIPER OR JUNIPER-SUPPLIED SOFTWARE, EVEN IF JUNIPER OR ITS AFFILIATES, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTION. IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE FOR DAMAGES ARISING FROM UNAUTHORIZED OR IMPROPER USE OF ANY JUNIPER OR JUNIPER-SUPPLIED SOFTWARE.
9. **Termination.** Any breach of this Agreement shall result in automatic termination of this Agreement and the license granted herein. (a) Customer will be permitted to use the Software in accordance with the terms of this Agreement for the Loan Period. Prior to the end of the Loan Period, Customer agrees to notify Juniper Networks in writing whether it intends to purchase or declines to purchase the Software. If Customer declines to purchase the Software, this Agreement will terminate immediately and Customer will return or certify the destruction of the Software as described in Section 6(c) below. If Customer notifies Juniper Networks within the required period of its intent to purchase the Software, Juniper Networks will invoice (i) Customer (if the original purchase order was submitted by Customer), or (2) Customer's authorized reseller (if the original purchase order was placed by the authorized reseller), for the Software and full payment will be due thirty (30) days from the date of such invoice. If Customer fails to notify Juniper Networks of its purchase intent as required by this section, Customer will be deemed to have agreed to purchase the Software, Juniper Networks will invoice Customer or the authorized reseller, as the case may be, for the Software and full payment will be due thirty (30) days from the date of such invoice; (b) Notwithstanding the foregoing, this Agreement may be earlier terminated at any time by Juniper Networks upon prior written notice. In any event this Agreement will terminate upon expiration of the Evaluation Period; (c) Upon any termination, expiration, or cancellation of this Agreement, the licenses and rights granted hereunder and any obligations of Juniper Networks hereunder shall cease, and Customer shall return or certify the destruction of all Software to Juniper Networks within fifteen (15) days of the date of such termination, expiration, or cancellation. If Customer fails to return or certify the destruction or nonuse of all Software to Juniper Networks as required by this section, Customer will be deemed to have agreed to purchase the Software, Juniper Networks will invoice Customer for the Software and full payment will be due thirty (30) days from the date of such invoice. Sections 2, 5- 9 and 11-13 shall survive expiration or termination of this Agreement for any reason.
10. **Assignment.** Customer may not assign or delegate its rights and obligations under this Agreement without the written consent of Juniper Networks. Customer may not offset any amounts due and payable hereunder against any claim, liability or judgment it may have against Juniper Networks without Juniper Networks' express written consent. Juniper Networks may assign its rights and delegate its obligations under this Agreement to any Juniper Affiliate without the prior written consent of Customer upon written notice to Customer, which notice shall include the contact information and address for purposes of giving notices under this Agreement. For purposes of this Agreement, a "Juniper Affiliate" is defined as any entity that is controlled by, under common control with or controlling Juniper Networks where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of the entity, or where there are no voting securities, the direct or indirect possession of the ability to direct or manage the operations of the entity.
11. **Export.** Customer agrees to comply with all applicable export laws and restrictions and regulations of any United States and any applicable foreign agency or authority, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Customer shall be liable for any such violations. The version of the Software supplied to Customer may contain encryption or other capabilities restricting Customer's ability to export the Software without an export license.
12. **Commercial Computer Software.** The Software is "commercial computer software" and is provided with restricted rights. Use, duplication, or disclosure by the United States government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7201 through 227.7202-4, FAR 12.212, FAR 27.405(b)(2), FAR 52.227-19, or FAR 52.227-14(ALT III) as applicable.
13. **Miscellaneous.** This Agreement shall be governed by the laws of the State of California without reference to its conflicts of laws principles. The provisions of the U.N. Convention for the International Sale of Goods shall not apply to this Agreement. For any disputes arising under this Agreement, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California. This Agreement constitutes the entire and sole agreement between Juniper and the Customer with respect to the Software, and supersedes all prior and contemporaneous agreements relating to the Software, whether oral or written (including any inconsistent terms contained in a purchase order), except that the terms of a separate written agreement executed by an authorized Juniper representative and Customer shall govern to the extent such terms are inconsistent or conflict with terms contained herein. No modification to this Agreement nor any waiver of any rights hereunder shall be effective unless expressly assented to in writing by the party to be charged. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation has been written in the English language, and the Parties agree that the English version will govern. (For Canada: Les parties aux présentés confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattaché, soient redigés en langue anglaise. (Translation: The parties confirm that this Agreement and all related documentation is and will be in the English language).