

# JUNIPER TECHNOLOGY MIGRATION INCENTIVE PROGRAM PHASE 2

## Juniper TMIP Phase 2 Terms and Conditions for Direct Customers and Partners

### Eligibility Requirements

Subject to these terms and conditions (“Program Terms”), the Company is eligible to participate in this program to receive the applicable incentives, credits, discounts, rewards, and benefits (each a “Benefit”) as more fully described in these Program Terms, if the Company: (i) is in good standing with its commitments to Juniper; (ii) has no overdue amounts owed to Juniper for any reason; and (iii) is not otherwise in breach of the Agreement (as defined below). Juniper will pay the Benefit in accordance with and subject to these Program Terms.

These Program Terms form part of a “Program” for the purposes of the terms and conditions, in the case of: (a) authorized channel partners and resellers (each a “Reseller”), the: (i) reseller agreement; (ii) direct value-added reseller agreement; or (iii) Master Purchase and License Agreement incorporating a Channel Schedule; or (b) End Users, the: (i) End-User License Agreement (EULA); or (ii) Master Purchase and License Agreement incorporating an End-User Schedule, (whichever applies) as between the Company and Juniper (“Agreement”).

Any Benefit provided under these Program Terms will be subject to the reward, incentive, credits, discounts, and benefit terms pursuant to the Agreement. Terms not otherwise defined in these Program Terms have the same meaning as in the Agreement.

### Program Specifics

PROGRAM	JUNIPER TECHNOLOGY MIGRATION INCENTIVE PROGRAM PHASE 2
Company	The party invited to participate in this program
Program Period	Twelve (12) months commencing June 1, 2021, and ending June 30, 2022, unless otherwise notified by Juniper in writing to Company. The last order date is June 30, 2022

<b>Eligible Products</b>	<p>Juniper products with the SKUs: MPC1 to MPC9, MX960, MX480, MX240, MX2008, MX2010, MX2020, RE1800, RE2000, SCBE-MX-BB, SCBE2, SCB-MX960, SFB, and SFB2.</p> <p>Eligible Products do not include any: (i) demonstration or not-for-resale products; or (ii) services.</p>
<b>Replacement Products</b>	<p>Juniper products: MPC10E, MPC11E, MPC8/MPC9 LC2101, LC480 Juniper Networks® MX10008 and MX10016 Universal Routing Platforms RE-X6, SCB3, SFB3 (latest Switch Control Board)</p> <p>Replacement Products do not include any products on a pay-as-you-grow (PAYG) pricing arrangement.</p>
<b>Disposal</b>	<p>A Disposal occurs when the Company: (i) sells, lawfully disposes of, surrenders, or otherwise transfers title to Eligible Products to PureWRX; or (ii) destroys Eligible Products and provides Juniper with an approved and authorized Certificate of Destruction (CoD) that states that the relevant Eligible Products have been permanently destroyed.</p> <p>The method(s) of Disposal applied to an Eligible Product is at the Company's discretion.</p>
<b>Benefit and Benefit Rules</b>	<p>The only Benefit under this Program is in the form of an additional discount to be applied to the purchases of Replacement Products as set forth in these Benefit Rules.</p> <p>To be eligible for a Benefit, the Company must subject each Eligible Product to a Disposal.</p> <p>The amount of Benefit is calculated as a percentage of the average sale price (ASP) of all Replacement Products purchased by the Company. For the avoidance of doubt, the ASP is the discounted price that Company must pay before any Benefit has been applied, as listed separately on the quotation and Purchase Order.</p> <p>The percentage rates that are used to calculate the Benefit are illustrated in the diagram under the "Application of the Benefit" section of these Program Terms.</p>

## Application of the Benefit:

Each Benefit must be redeemed in accordance with the following rules (referring to Figure 1) and be offset to the purchase price of Replacement Products, so that the Disposal of:

- i. two (2) Eligible Products (MPC1 to MPC6) to each purchase of one (1) Replacement Product (MPC10E, MPC11E, MPC8/MPC9) is required, and the associated redeemed Benefit cannot exceed 20% of the net price of the applicable Replacement Product; or
- ii. two (2) Eligible Products (MPC1 to MPC9) to each purchase of one (1) Replacement Product (LC2101 or LC480) is required; and the associated redeemed Benefit cannot exceed 20% of the net price of the applicable Replacement Product; or
- iii. one (1) Eligible Product (MX960/MX480/MX240, MX2008, MX2010, MX2020) to each purchase of one (1) Replacement Product (MX10008 or MX10016) is required; and the associated redeemed Benefit cannot exceed 15% of the net price of the applicable Replacement Product; or
- iv. one (1) Eligible Product (RE1800 or RE2000) to each purchase of one (1) Replacement Product (RE-X6) is required; and the associated redeemed Benefit cannot exceed 50% of the net price of the applicable Replacement Product; or
- v. one (1) Eligible Product (SCBE, SCBE2, SCBE-MX960, SFB, or SFB2) to each purchase of one (1) Replacement Product ((SCBE3, SFB3 (latest Switch Control Board)) is required; and the associated redeemed Benefit cannot exceed 50% of the net price of the applicable Replacement Product

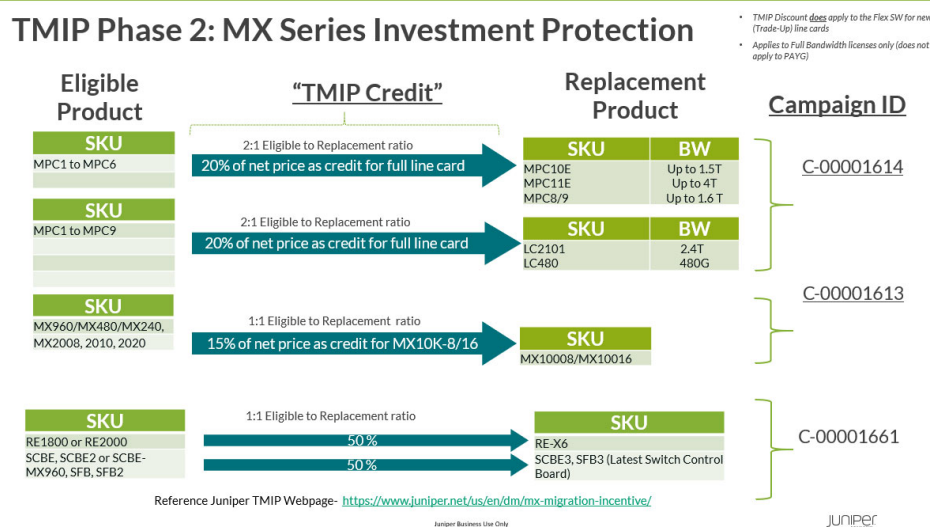


Figure 1. TMIP Phase 2 Percentage Rates and Rules

For the avoidance of doubt, the Benefit under these Program Terms may not be combined, merged, or stacked with any other promotion, discount, or other special pricing offer including, without limitation, any discounts applicable to any other program or promotion, education discounts, Demonstration/Lab Program, trade-in credits, or any other offer as notified in writing to the Company by Juniper.

Any part of a Benefit that exceeds the purchase price of a Replacement Product, or exceeds the thresholds as stipulated in these Program Terms, is forfeited by the Company.

**General Terms:**

- a. The Benefit will be itemized on the Juniper quotation and the associated Purchase Order. Eligible Products must only be listed on quotations and Purchase Orders that are separate from all other Juniper hardware, software, services, and/or cloud services. Any co-mingling of Eligible Products with any other Juniper hardware, software, services, and/or cloud services on a quotation or Purchase Order will forfeit the Benefit associated with those Eligible Products.
- b. The Company must apply the applicable Campaign-ID (as set forth in Figure 1) to each quotation and Purchase Order as required by Juniper.
- c. All Eligible Products must be registered by the Company with Juniper prior to any Disposal (and registration information may be required for entry into a Juniper website). Juniper shall provide further instructions to the Company regarding such registration. Noncompliance with this paragraph (c) will result in the forfeiture of any Benefit.
- d. In the circumstances where the Company is an end user (not a reseller) and elects to a Disposal which results in: (i) a CoD, all costs, expenses, and imports (whosoever incurred by the Company) for, or in connection with, a Disposal (including without limitation, obtaining licenses, insurances, registrations, or certifications) are the sole responsibility and account of the Company; or (ii) a return of Eligible Products to PureWRX, Juniper shall cover all logistics and memory deletion costs.
- e. Under no circumstances shall title to any Eligible Products transfer to Juniper.
- f. All Benefits are exclusive of VAT, GST, or similar applicable taxes. Where taxes are payable, the terms of the Agreement shall apply. The Company is solely responsible for dealing with any tax obligations or liabilities with respect to, or in connection with, a Disposal.

- g. Juniper reserves the right to amend, alter, modify, suspend, cancel, or terminate the Program or these Program Terms at any time and for any reason without any liability of Juniper. Juniper may, at its option, post any amendments, alterations, or modifications to the Program or these Program Terms or any suspension, cancellation, or termination of the Program to the Juniper Partner Center (<http://www.juniper.net/us/en/partners/>). The Company shall repay any ineligible Benefit to Juniper upon Juniper's demand.
- h. This Program and these Program Terms shall be governed and interpreted in accordance with the laws that apply to the Agreement.

**Corporate and Sales Headquarters**

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