



JUNIPER NETWORKS LEARNING PORTAL USER AGREEMENT

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THIS JUNIPER NETWORKS LEARNING PORTAL USER AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND JUNIPER NETWORKS, INC. ("JUNIPER NETWORKS"). BY ACCEPTING THIS AGREEMENT, YOU HEREBY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS IN THIS AGREEMENT SHALL GOVERN YOUR USE OF THE JUNIPER NETWORKS LEARNING PORTAL, INCLUDING YOUR PARTICIPATION IN ANY TRAININGS AND COURSES (COLLECTIVELY, THE "PROGRAM"). THE "EFFECTIVE DATE" OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT OR THE DATE YOU REGISTER FOR A TRAINING OR COURSE, WHICHEVER IS EARLIER. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT ACCEPT THESE TERMS AND DO NOT PARTICIPATE IN ANY PART OF THE PROGRAM.

1. License

- 1.3. Juniper Networks hereby grants you a limited, non-exclusive, non-transferable license to use the materials available through the Program solely for purposes of completing the designated trainings and courses, for any associated testing and certification, and for your personal use in maintaining your knowledge gained through such courses. You are expressly prohibited from disclosing, publishing, reproducing (except limited copies created by you for your personal educational use), or transmitting any material available on the Program, including course materials and any related information including, without limitation, worksheets, computations, drawings, diagrams, in whole or in part, in any form or by any means, oral or written.
- 1.4. Intellectual Property Ownership. Juniper Networks retains all rights, title and interest in and to all Program materials and related information, content, data, exams, materials, software, and all copyrights, patent rights, trademark rights and other proprietary rights therein. All rights not expressly granted by Juniper Networks to you are expressly reserved to Juniper Networks.

2. Confidentiality

- 2.1 Juniper Networks Confidential Information. You understand, acknowledge and agree that Program content including any and all course materials provided to you shall be deemed to be the confidential information of Juniper Networks ("Confidential Information").
- 2.2 Your Confidentiality Obligations. You agree that you will, both during and after the term of this Agreement, (a) hold all Confidential Information in confidence and take all reasonable measures to protect the Confidential Information, (b) make no use of the Confidential Information except as expressly allowed under this Agreement, and (c) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party in any form, including without limitation, written, electronic or verbal.

3. Personal Data

- 3.1 Other Parties. Juniper Networks is entitled, but is not obligated, to make information concerning you (including Personal Data as defined below) and your certification status available to Juniper Networks, its affiliates, and Juniper's partners, agents, customers, and vendors ("Third Parties"). You have the responsibility for ensuring that the information you provide to us is accurate and current.
- 3.2 Data Protection. Juniper Networks uses appropriate and reasonable administrative, technical and



physical measures to protect your Personal Data. You acknowledge and agree that Juniper Networks, its affiliates, and Third Parties may (1) collect, access, retain, transfer, disclose, use, or destroy (collectively, "Process") your personally identifiable information, including without limitation your signature, name, business address, telephone number, e-mail address, and course registration and/or completion information ("Personal Data") to provide you the Program under this Agreement, and (2) transfer your Personal Data across borders, including, without limitation, from the European Economic Area to the United States and/or between other countries as necessary to provide the Program under this Agreement. You further acknowledge and agree that Juniper may transfer and disclose your Personal Data and any information relating to your use of the Program (including your training consumption and certification status) to the employer(s) you have listed on the Program. You represent and warrant that any information that you provide to Juniper Networks, its affiliates, or Third Parties, including without limitation, Personal Data, will be provided in accordance with all applicable laws and regulations. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that: (1) Juniper Networks' obligations and your rights under this Agreement shall not apply to any Personal Data or any other information that is required by any applicable law, regulation, government request, or judicial process, to be retained, disposed of, or disclosed; and (2) in no event shall Juniper Networks be held liable or responsible for any inaccuracies or omissions contained in any Personal Data or any other information at the time such data is received by or on behalf of Juniper Networks.

For more information regarding Juniper Networks privacy policy, see <http://www.juniper.net/us/en/privacy-policy/>.

4. Consent to Receive Communications

By submitting your Personal Data to Juniper Networks for the purposes of the Program including via the registration page on the Juniper Networks Learning Portal, and subject to any additional restrictions set forth under applicable law, you consent to receive communication, including electronic marketing materials, related to the Program from Juniper Networks. If you no longer wish to receive marketing emails related to the Program, you may opt out by sending a request to privacy@juniper.net. Please note that if you opt out of marketing emails, we will continue to send you emails relating to your progress on the Program

5. Agreement Term and Termination

- 5.1 Term of Agreement. This Agreement is effective from the Effective Date until the Agreement is terminated in accordance with the terms herein.
- 5.2 Termination by Either Party. Either party, with or without cause, may terminate this Agreement upon thirty (30) days written notice of termination to the other party.
- 5.3 Termination by Juniper Networks. Juniper Networks, in its sole discretion and without prejudice to any rights Juniper Networks may have under this Agreement in law, equity or otherwise may terminate this Agreement at any time upon the occurrence of any one of the following events: (a) you misappropriate or disclose without authorization any Juniper Networks trade secret or confidential information including, without limitation, any Confidential Information as identified in Section 2 above, (b) you supplied false or misleading information in connection with your application for Program registration or in connection with maintaining your status, or (c) you fail to comply with any of the material terms of this Agreement.
- 5.4 Effect of Termination. Upon termination of this Agreement, the license and all rights granted hereunder shall terminate completely. Except for confidentiality obligations and as otherwise specifically provided in Section 5.5, you shall have no further rights or obligations under this Agreement after its termination.
- 5.5 Survival. Rights and obligations under Sections 2, 3, 6, 7, 8, and 10 of this Agreement shall survive termination of this Agreement.



6. Disclaimers

- 6.1 JUNIPER NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM, COURSE MATERIALS, DOCUMENTATION, AND OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER NETWORKS UNDER THIS AGREEMENT OR AUTHORIZATION HEREUNDER. ALL MATERIALS PROVIDED ON JUNIPER NETWORKS WEBSITES ARE PROVIDED "AS IS." JUNIPER NETWORKS DOES NOT WARRANT THAT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, LINKS OR OTHER MATERIALS INCLUDED IN ITS WEB SITES OR THAT ITS PROGRAM AND/OR SOFTWARE IS ERROR FREE OR WILL OPERATE WITHOUT PROBLEMS OR INTERRUPTION.
- 6.2 YOU ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT AND OF PERFORMING UNDER THIS AGREEMENT BY ENTERING INTO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, YOU HAVE IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF JUNIPER NETWORKS OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING THE POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

7. Limitation of Liability

IN NO EVENT SHALL JUNIPER NETWORKS, ITS AFFILIATES, OR THIRD PARTIES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS) ARISING FROM THIS AGREEMENT WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF JUNIPER NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Indemnification

You agree to indemnify and hold harmless Juniper Networks, its affiliates, and any of its respective officers, employees and agents against any third party claim asserted against Juniper Networks or its affiliates, against any loss, liability, damage, cost or expense (including attorneys' fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Juniper Networks or its affiliates if arising out of or in any manner connected with your use or misuse of the Program, Juniper Networks intellectual property, and/or Juniper Networks confidential information.

9. Changes to Program

Right to Change. Juniper Networks reserves the right to terminate the Program or change the Program at any time, including, but not limited to changes to the number, scope, organization, objectives and content of the Program materials.

10. Other Provisions

- 10.1 No Joint Venture or Partnership. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee, franchisor/franchisee or similar relationship between the parties. You agree that you will not represent yourself as an agent, employee, consultant,



- contractor or legal representative of Juniper Networks or any subsidiary thereof based upon this Agreement. The relationship established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct and control the business activities of the other, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
- 10.2 No Warranties by You. This Agreement does not give you any right or authority to make any representation, warranty, or promise on behalf of Juniper Networks or Juniper Networks products or services.
- 10.3 Injunction. You recognize and acknowledge that a material breach by you of any of your covenants, agreements or undertakings hereunder may cause Juniper Networks irreparable damage, which cannot be readily remedied in monetary damages in an action at law. Therefore, in addition to its rights and remedies otherwise available at law, upon an adequate showing of material breach, and without further proof of irreparable harm other than this acknowledgment, Juniper Networks shall be entitled to seek immediate equitable relief, including, but not limited to, both interim and permanent injunctions, to stop such damage.
- 10.4 Compliance With Laws and Indemnity Obligations. You will comply fully with all statutes, laws, regulations, ordinances, executive orders and the like (collectively, "Laws") of any country, state, municipality, or the like applicable to your business activities, including but not limited to Canadian and US export Laws and any environmental Laws. You acknowledge and agree that Juniper Networks products, technical data relating to these products and Juniper Networks Confidential Information (collectively "Products and Technical Data") are subject to export and import control Laws of various countries. You will not export, either directly or indirectly, any Product and Technical Data without first obtaining any and all necessary approvals from all applicable Canadian and U.S. departments or agencies. You will indemnify, defend and hold harmless Juniper Networks, its affiliates, and its respective directors, officers, agents and employees from and against (i) any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to any non-compliance by you of this section ("Noncompliance Claims"), and (ii) any and all liens, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to any Noncompliance Claims.
- 10.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed and enforced in all respects in accordance with the substantive and procedural laws of the State of California, USA except for its choice of law rules. Unless waived by Juniper Networks in its sole discretion, any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court within Santa Clara County, California, USA. The parties agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. The parties agree to accept service by U.S. certified mail or registered mail, return receipt requested, or by other legally available method.
- 10.6 Waiver and Severability. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for breach of Juniper Networks proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 10.7 No Assignment. This Agreement may not be assigned by you in whole or in part. Any attempted assignment shall be null and void.
- 10.8 Notices. All notices required by this Agreement to be sent to Juniper Networks must be addressed to: Juniper Networks, Inc.
Attn.: Legal Department - JNCP 1133 Innovation Way
Sunnyvale, California 94089 USA
All notices to be mailed to you will be directed to the most recent address for you in the Program office files. It is your responsibility to ensure that the Program office has your current e-mail and postal address.
- 10.9 Publicity. Any public announcements, postings, or other advertising or public relations activities



related to or concerning this Agreement must be reviewed and approved in writing by Juniper Networks in advance.

- 10.10 Governing Language. The parties agree that this Agreement is written and accepted in English. Any translation of this Agreement from its English version is provided for convenience only.
- 10.11 Click-through English Version of Agreement Governs. The click-through, English language version of this Agreement supersedes any prior agreements, commitments or representations between the parties, whether oral or written, as well as any downloaded or translated version of the Agreement, whether or not such downloaded or translated version is signed by either party, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.