

U.S. PUBLIC SECTOR TERMS

(Merged Terms and Conditions with the General Terms and Conditions and Channel Schedule)

These U.S. Public Sector Terms (the "Addendum") modify the commercial terms set forth in the Juniper Purchase and License Agreement ("JPLA") (collectively, the "Agreement") and establishes the terms and conditions that govern the provision and use of Juniper Solutions. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings given to them in the Agreement. This Addendum applies to United States government customers, including entities of the United States Federal Government ("Federal"), as well as state, local, or public education entities of created by the Laws of the applicable state ("SLED")(collectively, the "Government"). Juniper acknowledges that statutes and regulations governing Federal and SLED customers may sometimes require that certain terms in commercial supplier agreements be limited and may be ineffective and inoperative. Therefore, to the extent the deviations set forth in this Addendum are required by applicable Law, Juniper agrees that the following provisions take precedence over any conflicting terms in the Agreement.

1. **Applicability.** The JPLA and this Addendum are part of a contract between a Juniper Authorized Reseller and a Government customer for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR Part 12).
2. **End User.** The JPLA and this Addendum shall bind the ordering activity as End User but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
3. **Governing Law.**
 - a. Federal. As it relates to Federal entities, the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal Law is hereby deleted and superseded by the forum or venue required by applicable Law.
 - b. SLED. As it relates to SLED entities, the Agreement and any disputes arising out of or related thereto shall be governed by the laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located.
4. **Continued Performance.** Subject to Excusable Delays provisions, Juniper shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the Agreement. If Juniper believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in FAR 52.212-4(d) (Disputes).
5. **Arbitration; Equitable or Injunctive Relief.** In the event of a claim or dispute arising under or relating to the JPLA and/or this Attachment, binding arbitration shall not be used unless specifically authorized by agency guidance; and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute.
6. **Updating Terms.** After award, Juniper may unilaterally revise the JPLA terms if such revisions are not material. A material revision is defined as: (a) terms that change the Government's rights or obligations; (b) terms that increase Government prices; (c) terms that decrease overall level of Service; or (d) terms that limit any other Government right addressed elsewhere in the Agreement. For revisions that will materially change the terms of the Agreement, the revised JPLA must be incorporated into the contract using a bilateral modification. Any JPLA terms revised unilaterally subsequent to award that are inconsistent with any material term or provision shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

7. **No Automatic Renewals.** *If any License or Service tied to periodic payment is provided in the JPLA (e.g., annual Software maintenance or annual lease term), such License or Service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.*
8. **Indemnification by Juniper.** *Any clause of the JPLA requiring Juniper to defend or indemnify the End User is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516. Notwithstanding the above, the Government (a) agrees that any litigation or settlement negotiation shall not bind Juniper in any way to the final outcome of any such litigation or settlement; (b) shall not impair Juniper's own rights, defenses, or claims against claimant; (c) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Juniper; (d) shall in good faith reasonably cooperate and consult with Juniper during the course of litigation and settlement negotiations and shall in good faith reasonably provide Juniper with access to all communications and documents associated with such claim.*
9. **Audits.** *Any clause of the JPLA permitting Juniper to audit a Government End User's compliance with the MPLA is hereby amended as follows:*
 - a. *Discrepancies found in an audit may result in a charge to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.*
 - b. *This charge, if disputed by the ordering activity, will be resolved in accordance with FAR 52.212-4(d) (Disputes) or any applicable disputes clause in the underlying Government contract or order; no payment obligation shall arise on the part of the ordering activity until the conclusion of the disputes process.*
 - c. *Any audit requested by Juniper will be performed at Juniper's expense, without reimbursement by the Government.*
10. **Taxes or Surcharges.** *Any taxes or surcharges which Juniper seeks to pass along to the Government as End User will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.*
11. **Non-Assignment.** *The JPLA may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted by FAR 52.212-4(b) (Assignment).*
12. **Confidential Information.** *The JPLA's confidentiality clause is hereby amended to state that neither the JPLA nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in the JPLA to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Agreement.*
13. **Unilateral Termination.** *Termination of the JPLA and this Attachment shall be governed by the FAR and the Contracts Disputes Act, 41 U.S.C. §§ 7101-7109. Juniper shall not unilaterally revoke, terminate, or suspend any rights granted to the Government except as allowed by the Agreement. Any provisions of the JPLA relating to termination that are inconsistent with this Attachment are hereby deleted. Juniper may cancel or terminate the JPLA if such remedy is granted to it after conclusion of the Contract Disputes Act resolution process or if such remedy is otherwise available to Juniper under Law.*

14. **Customer Indemnities.** Any clause in the JPLA that includes language requiring the Government to indemnify Juniper or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341) is unenforceable against the Government and is hereby deleted. This clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
15. **Intellectual Property.** The Juniper Solutions constitute “commercial items” and include “commercial computer software” and “commercial computer software documentation.” Pursuant to FAR 12.211 and 12.212 or DFARS 227.7102-1 and 227.7202-3, as applicable, and DFARS 252.227-7015, as applicable, the Government shall have only the license rights in technical data, computer software, and computer software documentation specified in this Agreement, and no Authorized Reseller may agree to grant End User any rights in Juniper’s technical data inconsistent with this Agreement. If the Government has a need for rights not conveyed under these terms, it must negotiate with Juniper to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be incorporated into the Government contract.
16. **Future Fees or Penalties.** Any language in the JPLA requiring the Government to pay any future fees, penalties, interests, or legal costs that would create an Anti-Deficiency Act violation (31 U.S.C. § 1341) is unenforceable against the Government and is hereby deleted.
17. **Limitation of Liability:** Neither Juniper nor an ordering activity shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither Juniper nor an ordering activity shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the Government’s right to recover for fraud or crimes arising out of or related to this Government Contract under any state or federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
18. **Advertisements and Endorsements.** Any provision allowing Juniper to use the name or logo of an ordering activity to advertise or to imply an endorsement of Juniper’s products or services is hereby deleted. Unless specifically authorized by an ordering activity in writing, the use of the name or logo of any Government entity is prohibited.
19. **Public Access to Information.** Juniper agrees that this Addendum and the JPLA contain no confidential or proprietary information and acknowledges they will be available to the public, provided however that the Government and Juniper agree that other items identified in the JPLA (such as, without limitation, source code and other technical data) provided to the ordering activity is confidential and proprietary information and shall not be disclosed.