

U.S. Privacy Law Supplement for Customers and Resellers

This U.S. Privacy Law Supplement for Customers and Resellers (this “Supplement”) is provided by Juniper Networks, Inc and any of its affiliates (including Mist Systems, Inc.), as applicable, (hereinafter “Juniper”) to the customers and resellers (each a “Customer” or “Reseller”, as applicable) with whom Juniper Networks has entered into a fully executed, unexpired, written contract for the provision of products and/or services of Juniper Networks (the “Contract”), in addition to any terms and conditions in such Contract. To the extent there is any conflict between this Supplement and the Contract with respect to obligations under U.S. Privacy Laws, this Supplement controls.

1. Definitions. For purposes of this Supplement, the following definitions are applicable:

- a. “Business Contact Data” means Personal Data of any Juniper or Reseller employees, contractors, customers, or partners that is Processed by Juniper or Reseller.
- b. “Customer Personal Data” means Personal Data described in the Contract and Processed by Juniper as a data ‘processor’ or ‘service provider’, as applicable.
- c. “Discloser” the party to the Contract that discloses Business Contact Data.
- d. “Personal Data” (including similar terms such as ‘Personal Information’), “Process,” “Sell,” “Share,” will each have the meaning given to them in applicable U.S. Data Privacy Laws.
- e. “Products and Services” means those products and/or services that Juniper provides pursuant to the Contract.
- f. “Recipient” the party to the Contract that receives Business Contact Data.
- g. “Resale Services” means services under a ‘Purchase and License Agreement’ with ‘Channel Schedule’ or ‘Special Terms’ or other contract that Reseller has been engaged under to resell Products and Services.
- h. “Support Data” means Personal Data described in the Contract and Processed by Juniper for the purposes of providing technical support.
- i. “U.S. Data Privacy Laws” means all applicable U.S. state laws, regulations, and rules relating to the Processing of Personal Data by a party in connection with the provision of the Products and Services pursuant to the Contract.

2. Contracts Between Juniper and Customers.

- a. To the extent required by U.S. Data Privacy Laws, Juniper:
 - i. shall not Sell or Share Customer Personal Data;
 - ii. shall retain, use, or disclose Customer Personal Data only to provide the Products and Services and shall not retain, use, or disclose Customer Personal Data for any other purpose, except as may be permitted by applicable U.S. Data Privacy Laws or the Contract;
 - iii. shall not retain, use, or disclose Customer Personal Data collected by Juniper outside of the direct business relationship between the parties, except as may be permitted by applicable U.S. Data Privacy Laws or the Contract;
 - iv. shall not combine Customer Personal Data with Personal Data that Juniper receives from or on behalf of another person(s), except as permitted by applicable U.S. Data Privacy Laws;
 - v. shall notify Customer if it can no longer meet its obligations under applicable U.S. Data Privacy Laws;
 - vi. grants Customer, as applicable, the right, upon reasonable advance notice, and consistent with its rights included in the Contract, to take reasonable and appropriate steps to stop and remediate Juniper’s unauthorized use of Customer Personal Data as permitted by applicable U.S. Data Privacy Laws.

3. Contracts Between Juniper and Resellers.

- a. To the extent required under applicable U.S. Data Privacy Laws, Recipient:
 - i. shall not Sell or Share Support Data or Business Contact Data;
 - ii. shall retain, use, or disclose Support Data or Business Contact Data only to provide the Products and Services or Resale Services, as applicable, and shall not retain, use, or disclose Support Data or Business Contact Data for any other purpose, except as may be permitted by applicable U.S. Data Privacy Laws or the Contract;

- iii. shall not retain, use, or disclose Business Contact Data or Support Data collected by Discloser outside of the direct business relationship between the parties, except as may be permitted by applicable U.S. Data Privacy Laws or the Contract;
 - iv. shall not combine Business Contact Data with Personal Data that Recipient receives from or on behalf of another person(s), except as permitted by applicable U.S. Data Privacy Laws;
 - v. grants Discloser the right, upon reasonable advance notice, and consistent with the rights in the Contract, to take reasonable and appropriate steps to stop and remediate Recipient's unauthorized use of Support Data or Business Contact Data as permitted by applicable U.S. Data Privacy Laws; and
 - vi. shall notify Discloser if it determines that it can no longer meet its obligations under U.S. Data Privacy Laws.
- b. To the extent that Recipient is considered a 'contractor' under the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (collectively, the "CCPA"), then as required by the CCPA, Recipient certifies that it understands and shall comply with the restrictions under Sections 3(a)(i) through 3(a)(iv) of this Supplement.