

Juniper Networks Partner Code of Conduct

These terms are in addition to the terms of your Agreement with Juniper Networks ("Juniper") and may be changed by Juniper at any time.

Juniper expects you, as a Juniper resale business partner (i.e., distributor, VAR or other form of reseller), to adhere to the highest ethical principles in conducting your business and to avoid engaging in any activity that involves even the appearance of impropriety. You have a critical role in protecting the trust which investors, customers, colleagues and the global business community place in Juniper and our business partners. All references to "you" in this document refer to the reseller to whom this document is directed as well as all of its directors, officers, agents, consultants, and employees.

This Code of Conduct ("Code") applies to you and your employees in all of your activities related to your business relationship with Juniper throughout the world. You will ensure this Code is given to your employees who work with Juniper personnel or market Juniper products or services. Any violation of this Code will result in disciplinary action up to and including termination of your status as a Juniper resale business partner.

This Code defines minimum standards of business conduct and acceptable business practices. If local laws and regulations are more permissive than this Code, you are expected to comply with the Code. If local laws and regulations are more restrictive, you must always comply with those legal requirements.

1. Financial Integrity and Accounting. You must provide complete and accurate information and submissions to Juniper and our joint customers. Such information includes, but is not limited to, point of sale reporting, purchase orders, sales reporting, special bid or pricing requests, rebate requests and reimbursement requests.

2. Anti-Bribery Compliance. You must comply with all applicable federal, state and local anti-bribery laws, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), the U.S. Federal Procurement Integrity Act and the U.K. Bribery Act of 2010. You must not, directly or indirectly, make, offer or issue authorization to pay any money, gift, bribes, kickbacks or anything of value to anyone, including foreign or government officials, employees, or representatives of any government, company, or public or international organization, or to any other party, that is or could be perceived as intended, directly or indirectly, to improperly influence or obtain any unfair competitive advantage to obtain or retain business related in any way to Juniper products or services. You must fully comply with any rules regarding tender and bid processes. You may not offer employment to government employees or officials if doing so would violate applicable laws.

3. Business Courtesies. You must ensure that expenditures by you, your consultants, agents, resellers, etc. related to your customers (such as gifts, travel, meals or entertainment) could not be construed to be bribes or improper inducement to influence the judgment of another party or entity to obtain an improper advantage as related to selling or servicing of Juniper products. In addition, you must comply with all applicable laws and regulations governing such expenditures.

4. Antitrust and Competition Laws. You must comply with all applicable antitrust and competition laws and regulations. It is not permissible for you and other Juniper partners to do or attempt to jointly do any of the following: 1) fix or control prices for Juniper offerings, 2) boycott suppliers or customers, 3) divide or allocate markets or customers, or 4) coordinate competing bids.

5. Conflicts of Interest. You will not engage in any activity with Juniper or its employees, agents or affiliates that would interfere with your contractual responsibilities to Juniper or that may be perceived as a conflict of interest that could reasonably be likely to interfere with such responsibilities. Conflicts of interest may include, but not be limited to, Juniper employees being your officers, directors or shareholders, payment of incentives to Juniper employees, or any economic or family relationship with Juniper employees. In the event you become aware of a conflict of interest, you will notify Juniper.

6. Communications Regarding Juniper. All statements, communications, and representations to Juniper customers must be accurate, complete, and truthful. Similarly, you must not make or attempt to make any written or oral agreements or commitments on behalf of Juniper, including product feature commitments, without written authorization from Juniper. You must not defame or disparage Juniper, other Juniper business associates, competitors or customers.

7. Improper Conduct Reporting. You will report to Juniper's General Counsel alleged or improper conduct by Juniper employees, agents, consultants, or resellers.

8. Government Customers. Activities that may be appropriate when dealing with non-government customers may be improper and even illegal when dealing with government entities as well as businesses that are government-owned, government-controlled or subject to government procurement rules ("Government Customers"). If you sell to Government Customers, you must observe all laws, rules, procurement regulations and contract clauses that relate to the acquisition of goods and services by such Government Customers, whether such sale is direct or indirect and including marketing or recommendation of Juniper products and/or services.

There may be special prohibitions or requirements arising from statutes, regulations, and government contracts or subcontracts that relate to the payment and/or receipt of fees and other benefits when dealing with Government Customers. In all government transactions you must ensure that payment is permitted before requesting fees or other compensation related thereto. You may be required to disclose the potential fee in writing to the Government Customer. It is your responsibility to determine in each instance whether a potential fee is permitted and whether disclosure is required.

9. Insider Trading Laws. You must comply fully with applicable insider trading and securities laws governing transactions in Juniper securities. If you possess or have access to material, non-public information about Juniper, you must use that information solely for the purpose for which it was provided to you. You may not use that information to trade in Juniper securities and you may not provide the information to others so they can trade in Juniper securities. In addition, you may not engage in "short sales" of Juniper securities.

10. Protection of Information. You must maintain the confidentiality of the confidential information and other proprietary information that you may obtain in the course of your business relationship with Juniper and our joint customers. You must not reproduce copyrighted software, documentation, or other materials unless properly authorized to do so. You are responsible for making sure this restriction is understood and followed by your employees and consultants and must also observe any applicable data privacy requirements.

11. Export Compliance. You must comply strictly with all applicable export and import laws and regulations and not export, re-export, transfer, divert, release, import or disclose any Juniper products or any direct product thereof, technical data relating to such products or Juniper confidential information to any other person or entity (nor shall you make any use thereof) except under license or as otherwise permitted under such laws and regulations.

12. Responsible Business Partner Conduct. You and your employees must conduct yourselves in a professional manner while representing Juniper products and services in the marketplace. This means treating all persons with dignity and respect in a businesslike manner while marketing, selling or supporting Juniper products and services.

13. Human Rights of Workers; Health and Safety. You must be committed to upholding the human rights of workers and to treating them with dignity and respect as understood by the international community. By way of example, you must comply with fair labor standards that permit freely chosen employment, prohibit child labor and allow for reasonable working hours and payment of fair wages and benefits. You must avoid inhumane treatment of workers. You must be committed to a workforce that is free of harassment and unlawful discrimination and which allows for freedom of association of employees. In addition, you must maintain a safe and healthy work environment.