

Purchase and Subscription Agreement

This Purchase and Subscription Agreement, including Appendix A hereto and any other documents referenced herein, (collectively, the "Agreement") sets forth the terms and conditions under which Mist Systems, Inc. ("Mist") is willing to sell the Mist hardware and software products and grant access to the Mist Dashboard and other Products (as defined below) to customers (individually, a "Customer") (either directly or indirectly through a reseller or channel partner of Mist or its Affiliates) and Customer is willing to purchase such Products. Mist and Customer may be individually referred to as "Party" or collectively as "Parties". In consideration of the covenants and conditions set forth herein, Mist and Customer agree as follows:

BY USING THE MIST PRODUCTS, CUSTOMER ACKNOWLEDGES THAT (1) IT HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, AND (2) THE PERSON ACCEPTING THIS AGREEMENT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER, AND TO BIND THE CUSTOMER TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT USE THE PRODUCTS. Provided, however, if Mist and Customer have entered into a written agreement governing the purchase of Products ("Existing Agreement"), the terms of such Existing Agreement shall prevail to the extent this Agreement conflicts with such Existing Agreement. If Customer has purchased Products through an authorized Mist reseller, then the terms of Customer's agreement with the reseller will prevail over the terms set forth in Section 2 and 7. To the extent that Customer and Juniper Networks, Inc. or any other Affiliates of Juniper Networks, Inc. (excluding Mist) have any existing or separate agreements regarding other Juniper Networks group company products or services currently or in the future, unless the Parties agree otherwise in writing such agreements shall apply to such other products or services in addition to this Agreement, which shall apply to the Products.

1. DEFINITIONS

"Affiliate" means any entity and its successors which directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

"Customer Data" means Customer's or Customer's End Users' information and content provided by or on behalf of Customer to Mist in connection with Mist's provision of Products to Customer, and includes Device Data and AP Metadata (as such terms are defined in Appendix A).

"Documentation" means the installation and operating instructions, user manuals, help files, 'README' files, training materials, and all specifications and technical information and materials provided by Mist to Customer.

"Data Tunneling" means tunnel termination and associated traffic optimization services between a Mist AP and an Edge Hardware appliance.

"Edge Service" means the combined Edge Hardware and Edge Software that extends select Mist Dashboard microservices to the Customer's premises that can be used in combination with the Mist Dashboard service to enable Data Tunneling and other services to the network edge.

"Edge Hardware" means the third-party server hardware sold by Mist as part of the Edge Service. Edge Hardware is deployed as a standalone appliance with multiple variants for different sized deployments.

"Edge Software" means the program modules and features of the Mist-supplied software for the Edge Service, for which Customer has paid the applicable license fees to Mist or a Mist reseller. "Edge Software" also includes updates, upgrades and new releases of such software that Mist makes generally available to its customers.

"End Users" means Customer's employees, contractors, guests, invitees, or anyone else to whom Customer authorizes access to the Mist Access Points.

"Firmware" means the software embedded in the Mist Access Points or the Edge Hardware.

"Mist Access Point" or **"Mist AP"** means the Mist manufactured wireless network access point purchased by Customer that is used to establish a wireless connection to a device (e.g. cell phone, laptop or other WiFi or BLE enabled device), and which is registered at a location designated by Customer, and enables Mist to provide the Mist Dashboard Services and Mist Dashboard Additional Services.

“Mist Dashboard” means the Mist cloud-based management console provided by Mist to Customer, pursuant to one (1) or more Purchase Orders. Mist Dashboard includes the WiFi Assurance Product.

“Mist Dashboard Additional Services” means the optional, additional features or services that Mist makes available for additional fees and are provided through the Mist Dashboard, including Mist Wired Assurance and Mist Edge Service, if ordered by Customer.

“Personal Data” has the definition supplied in the DPA (See Appendix A).

“Process” means any operation or set of operations which is performed on Customer Data, including Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Products” means Mist APs (including the Firmware), the Mist Dashboard, Mist Edge Service, the Documentation, the Mist Dashboard Additional Services, and any related equipment, and related support and maintenance services, as may be ordered by Customer and provided by Mist pursuant to one (1) or more Purchase Orders or other written agreement between the parties.

“Purchase Order” means a Customer issued purchase order that sets forth the Products ordered.

“Service Term” means the term of the subscription granted by Mist to Customer with respect to the Mist software or cloud based services (e.g., Mist Dashboard, Edge Service). Service Terms are either one, three or five years unless otherwise agreed in writing by Mist and Customer.

“Tax” or **“Taxes”** means all taxes, levies, imposts, duties, import fees, fines or other charges of whatsoever nature however imposed by any jurisdiction, country or any subdivision or authority thereof in any way connected with this Agreement or any instrument or agreement required hereunder, and all interest, penalties or similar liabilities with respect thereto, except such taxes as are imposed on or measured by a party's net income or property.

“WiFi Assurance” means the Mist Dashboard service that allows Customer to deploy and manage Mist APs; obtain insight into the End User experience; and troubleshoot problems in the Customer's WLAN network.

2. PURCHASE & DELIVERY

2.1. Purchasing. Customer may initiate purchases of Mist Products by submitting a Purchase Order to Mist. If Mist has issued a quotation to Customer for the Products, Customer should include the quotation number on the Purchase Order. Any delivery dates stated in a Purchase Order are considered a request only and subject to confirmation in writing by Mist. If the quantity of Products in the Purchase Order exceeds the quantity quoted, Mist reserves the right to confirm such additional quantity is available and adjust the dates of shipment as necessary to meet the higher quantity. Mist shall use commercially reasonable efforts to send a written confirmation (via email) of receipt of Purchase Orders within five (5) days from receipt and verify the shipping dates and other modifications, if any, to Customer's Purchase Order.

2.2. Delivery; Shipping Terms; Title; Risk of Loss. Customer understands and agrees the terms below in this Section 2.2 are the sole and exclusive terms of delivery and supersede all additional or inconsistent terms of any Purchase Order. The price of all Products, unless otherwise specifically stated in Mist's quotation or order acknowledgement, excludes the fees for shipment of the hardware Products to Customer's location.

2.2.1. General. All Purchase Orders must indicate the applicable Incoterms and named place of delivery as set forth in subsection (b) below. Partial shipments are allowed unless otherwise agreed by Mist in a signed writing. Mist hardware Products shall be packed in standard commercial packaging, unless otherwise agreed upon in advance and in writing by the parties.

2.2.2. Incoterms, Named Place of Delivery and Transfer of Title and Risk of Loss. Risk of loss or damage to hardware Products shall pass to Customer in accordance with applicable Incoterms. Incoterms, named place of delivery, and transfer of title and risk of loss from Mist to Customer with respect to hardware Products are as specified below:

Region	Ship to Location	Incoterms	Delivery Point	Title Transfer	Risk of Loss Transfer
Americas	All countries	FCA DC	Mist designated cross-dock (USA)	Upon pickup at cross dock	Upon pickup at cross dock
EMEA	All countries	FCA DC	Mist designated cross-dock (Europe)	Upon pickup at cross dock	Upon pickup at cross dock
APAC	Hong Kong (HK)	FCA DC	Mist designated cross-dock (USA)	Upon pickup at cross dock	Upon pickup at cross dock
	All countries except HK	FCA DC	Mist designated cross-dock (HK)	Upon pickup at cross dock	Upon pickup at cross dock

Any related software is licensed and title thereto is retained by Mist or its licensors.

2.2.3. Standard Delivery Terms. For all shipments to destinations in North America or to the European Union, unless otherwise specified by Customer, Mist will arrange for carrier and select best way of shipping. Mist will invoice Customer for shipping and handling charges. For all other destinations, Customer is responsible for transportation and customs clearance at the destination and for direct payment to carrier or forwarder selected by Customer. Customer is responsible for all freight charges and all other fees, charges and costs associated with transit from delivery point.

2.2.4. Discrepancy Notifications. Customer must notify Mist within twenty (20) days of receipt of hardware Products of any discrepancies in the shipment.

2.2.5. Returns. Under no circumstances will hardware Products be returned to Mist unless written authorization and shipping instructions have been issued by Mist. A copy of such written authorization must accompany all returned Products.

2.2.6. No Encumbrances. Customer will not pledge or otherwise encumber the Products until paid for in full. Customer agrees to immediately report to Mist: (i) any seizure or attachment of the Products by Customer's creditors; (ii) any petition in bankruptcy, insolvency, receivership or similar proceedings filed by, or against, Customer; or (iii) any arrangement, composition or similar agreement for the benefit of Customer's creditors.

2.3. Cancellation. Once accepted, Purchase Orders may not be cancelled without written approval from Mist. Except as set forth in this Agreement, there is no right of return for the Products or right to cancel subscriptions to the Mist Dashboard or other cloud based services.

2.4. Free Trial. Mist may provide the Mist Dashboard, Edge Service, and Mist Dashboard Additional Services to Customer free of charge in order to evaluate any one or more of the cloud based services until the earlier of (a) cancellation in Mist's sole discretion and without notice, (b) expiration of free trial period, time-limited by Mist under additional trial terms, or (c) the start date of any Service Term for the Products ordered by You.

3. INSPECTION OF HARDWARE

3.1. Inspection Rights. Customer shall have the right to inspect the Mist hardware Products upon delivery. Customer's exclusive remedy with respect to any defective or non-conforming hardware Products shall be to have Mist replace such defective or nonconforming Product or credit Customer's account, whichever Mist may elect in its sole discretion. If Customer reports to Mist a defective Mist hardware Product within 30 days of delivery, then Mist will ship to Customer an advance replacement at Mist's cost in exchange for the defective Product delivered to Customer. To avoid additional charges, Customer must return the defective hardware Product within 15 days of receipt of the replacement Product. If Mist finds that any Mist hardware Product has been returned which is not defective or non-conforming, Mist may charge Customer a \$200 fee for testing and examination.

4. LICENSES

4.1. Firmware License. The Mist APs contain the Firmware that is pre-installed or embedded in object code and is necessary for the proper functioning of the Mist APs. The Firmware is licensed to Customer, not sold. All Firmware is protected by U.S. copyright law and international treaties. Except where Customer is paying for a managed service from a managed service provider of Mist Products, Mist grants to Customer a non-exclusive, perpetual license to use the Firmware, in executable form, solely as embedded in the Products. Where Customer is paying for a managed service that allows only for the lease of the Mist AP, then Mist grants to Customer a non-exclusive, limited, term license to use the Firmware as installed in the Mist AP. Customer acknowledges that the Firmware contains proprietary rights of Mist, and, in order to protect such proprietary rights, Customer agrees not to disassemble, decompile or reverse engineer the Firmware nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Mist reserves all rights and licenses in and to the Firmware not expressly granted to Customer.

4.1.1. All Firmware updates to the Mist APs will be automatically deployed, unless Customer elects (through the Mist Dashboard) not to receive automatic updates. Mist will make available release notes for every Firmware update and changes to the Mist Dashboard. Mist will provide advance notice of any Firmware updates that introduce significant new or different functionality.

4.2. Mist Edge Software License. If Customer has purchased the Mist Edge Service, Mist grants to Customer a royalty-free, non-exclusive, non-transferable, limited license, with no right to grant any sublicense, exercisable solely during the applicable Service Term to install and use the Edge Software on Edge Hardware at Customer's location solely in furtherance of Customer's use of the Edge Services provided by Mist. Customer may not make any copies of the Edge Software except as reasonably necessary for archival and "cold" back-up purposes, but for no other purpose (e.g., not for failover or "warm" back-up purposes).

4.2.1. Customer agrees to install and use any updated version of the Edge Software provided to it by Mist as soon as reasonably possible but in no event later than ninety (90) days after Customer's receipt thereof or, in the case of security-related updates, in such shorter time period as may be specified by Mist.

4.3. Third-Party Software Licenses. The Products may contain or be provided with components which are licensed from third parties ("Third Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification, or reverse engineering.

5. SUBSCRIPTION SERVICES

5.1. Mist Dashboard. Subject to Customer's compliance with the terms and conditions of this Agreement, including the payment of any applicable subscription fees, Mist will provide Customer access to the Mist Dashboard, (and any Mist Dashboard Additional Services and Mist Edge Service, if ordered by Customer) for the applicable Service Term purchased by Customer. Customer must purchase a subscription to a Mist Dashboard service (e.g., WiFi Assurance) for every Mist AP purchased by Customer, and to the Mist Edge Service for the Mist Edge Hardware purchased and Edge Software licensed by Customer

5.2. Mist AP Activation Codes. Following delivery of the Mist APs, Customer will be required to activate its subscription to the Mist Dashboard. Each Mist AP device requires an activation code in order to manage the hardware Product from the Mist Dashboard. Mist will email to Customer's designated contact the Mist Dashboard activation codes. For any Mist Dashboard Additional Service that requires an activation code, Mist will email Customer the activation code which Customer will enter into the Mist Dashboard in order to activate the Mist Dashboard Additional

Service. Mist may elect to make Mist Dashboard Additional Services available to Customer on a promotional basis for no additional fees. In this case, Mist reserves the right to cancel the Mist Dashboard Additional Service at any time. Customer may order Mist Dashboard Additional Services at any time.

5.3. Edge Service Delivery. Mist will deliver the Edge Software to Customer electronically. Upon installation of the Edge Hardware, Customer will claim the Edge Hardware on the Mist Dashboard using a claim code supplied by Mist. Each unit of Mist Edge Hardware requires an activation code in order to manage the hardware Product from the Mist Dashboard. Upon registering the Edge Hardware on the Mist Dashboard, the Edge Software will automatically download to the Edge Hardware.

5.4. User Credentials. Access to the Mist Dashboard is limited to individual employees, consultants or contractors of Customer who are provided a registered account by Customer, having an individual user identification name and password. Account names and passwords may not be shared. Customer is responsible for all access to the Mist Dashboard by its employees, consultants and contractors. Customer shall immediately notify Mist in the event that Customer becomes aware of any violation of the terms of this Agreement. In the event Customer becomes aware that the security of any user's login information has been breached, Customer shall immediately notify Mist of such breach and Customer shall immediately de-activate such account or change the account's login information.

5.5. Restrictions on Use. Customer will not, and will not permit any third party to (a) modify, copy, or otherwise reproduce the Products in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the code used in any Products and Services; (c) provide, lease or lend the Products to any third party except as expressly authorized in writing by Mist; (d) remove any proprietary notices or labels displayed on the Products; (e) modify or create a derivative work of any part of the Products; (f) use the Products for any unlawful purpose; (g) interfere with or disrupt the integrity or performance of the Products or third-party data contained therein; (h) attempt to gain unauthorized access to or breach the security mechanisms of the Products; (i) permit direct or indirect access to or use of any Products in a way that circumvents the authorized scope of use, as set forth in this Agreement; (j) access any Products in order to build a competitive product or service; or (k) interfere with, disrupt, alter, translate or modify the Products.

6. DATA PROCESSING

6.1. Data. The Products enable Customer, and Mist on Customer's behalf if applicable, to Process information and data about: (a) the use, configuration and performance of the Mist APs, and (b) End User devices that connect to the Mist APs. Additional details regarding data Processing and data security are set forth in **Appendix A.**

7. FEES

7.1. Fees and Taxes. Customer will pay the price for the Mist APs and subscription fees for the Mist Dashboard Services (and Mist Dashboard Additional Services, if applicable) as set forth in the quotation issued by Mist (or Mist authorized reseller) (together, the "Fees"). All prices and fees payable under this Agreement are exclusive of Tax. Customer shall be responsible for paying taxes arising from the purchase of Products. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Mist prior to invoicing, and Customer shall promptly notify Mist if its exemption is revoked or modified. All payments made by Customer shall be net of any applicable withholding Tax. Customer will provide reasonable assistance to Mist in connection with such withholding Taxes by promptly: (i) providing Mist with valid Tax receipts and other required documentation showing Customer's payment of any withholding Taxes; (ii) completing appropriate applications that would reduce the amount of withholding Tax to be paid; and (iii) notifying and assisting Mist in any audit or Tax proceeding related to

transactions hereunder. Customer shall comply with all applicable Tax laws and regulations, and Customer will indemnify, defend and otherwise promptly pay or reimburse Mist from and for all costs and damages related to any liability incurred by Mist as a result of Customer's non-compliance or delay with its responsibilities herein. Neither party shall be liable for Taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. The parties' obligations under this Section 7.1 shall survive termination or expiration of this Agreement.

7.2. Payment Terms. Unless otherwise stated in Mist's quotation and order acknowledgement, Customer must pay for all Products at time of order. Upon reviewing Customer's credit status, Mist may offer payment terms of net 30 days from date of invoice. Mist reserves the right to require alternative payment terms based upon Customer's credit application. All amounts payable shall be invoiced and paid in United States Dollars and all payments shall be made to Mist at its office in Cupertino, California, or to such other location as Mist may designate in writing. Interest accrues on the unpaid balance of overdue invoices at a rate of one percent (1.0%) per month (or, if lower, the amount permitted by law) from the original due date of the invoice. Payment shall not be withheld for Customer's delay in installation of the Mist APs. In the event any invoices remain outstanding (and undisputed) for a period of thirty (30) days or more, Mist shall have the right upon ten days advance written notice to suspend access to the Mist Dashboard, delay shipment of any additional Mist APs and/or terminate this Agreement.

8. WARRANTIES

8.1. Mist AP Hardware Warranty. Subject to the conditions set forth in Section 8.6, Mist warrants the Mist APs to be free from defects in material and workmanship and to perform in accordance with the Product Documentation for the longer of i) one year from the delivery date, or ii) until Mist announces in writing the end of life for a specific model of the Mist AP, except in the case of the outdoor rated Mist APs (e.g., AP61 or AP63) which is one (1) year from the date of delivery. Thereafter, and for as long as the Mist AP is subject to a Mist Dashboard Services subscription, Customer shall be entitled to receive the remedies set forth in Section 8.2.2 for any Mist AP that fails to conform to this warranty (except for outdoor rated Mist APs). For a discontinued Mist AP model, the remedies in Section 8.2.2 are available for up to five (5) years from the announcement by Mist of the discontinuation of that AP model, and provided Customer maintains an active and continuous subscription to the Mist Dashboard service for such Mist AP.

8.2. Mist AP Hardware Warranty Remedies.

8.2.1. For any Mist AP that fails to conform with the warranty set forth in Section 8.1, Mist will either repair or replace the defective AP. In the event Mist is unable to replace any defective Mist AP with a Mist AP that performs in accordance with this warranty, Customer has the right during the applicable warranty period to return the defective Mist AP and receive a refund of the price paid for the Mist AP less depreciation on a five-year straight-line basis. In addition, Mist will refund to Customer the fees for any unused subscription period for the Mist Dashboard Services and Mist Dashboard Additional Services.

8.2.2. Upon receipt of written notification from Customer of a defective or non-conforming Mist AP, Mist will confirm by remote diagnostics that such Mist AP requires replacement. If Mist determines that the Mist AP requires replacement, Mist will issue a Return Materials Authorization (RMA) form to Customer with instructions on how to return the Mist AP to Mist. Mist will promptly replace the Mist AP with the equivalent or substantially similar make and model. Mist will ship replacement Mist APs, at Mist's cost, to Customer. After the applicable warranty period, replacement units may be new or refurbished in Mist's sole discretion.

8.2.3. Customer must ship the Mist AP for which an RMA has been issued to Mist within thirty (30) days of the date of the RMA. Products must be returned to an authorized Mist service facility in the original packaging or packaging adequate for shipping. Customer will pay the shipping and transportation charges for the return of the defective Mist APs to Mist except with respect to a Mist AP that is delivered inoperable, damaged, and non-functioning and reported to Mist within

30 days of delivery, in which case, Mist will send an advance replacement (at Mist's costs) and pay for return shipment of the defective or damaged Mist AP.

8.2.4. Any Mist APs returned to Mist pursuant to a valid RMA shall be subject to review and inspection by Mist upon receipt of such returned Products. If Mist determines that the defect is not covered by the warranty, Mist will invoice Customer for the costs of shipping the replacement unit.

8.2.5. This Section 8.2 sets forth Customer's sole right and remedy, and Mist's entire liability, for breach of the Mist AP warranty.

8.3. Mist Edge Hardware Warranty. Mist warrants that the Edge Hardware sold to Customer shall be free of defects in material and workmanship under normal authorized use consistent with the Product instructions for a period of (1) one year from the delivery date. This product warranty extends only to the original purchaser.

8.3.1. Mist Edge Warranty Remedy. In the event that Mist receives notice during the warranty period that any Edge Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Mist's sole and exclusive liability, shall be for Mist, at its sole option, to either repair or replace the non-conforming Edge Hardware in accordance with this limited warranty. Mist will immediately issue an RMA for Edge Hardware that requires replacement. Edge Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Mist. Mist will use commercially reasonable efforts to ship the replacement Hardware within three (3) business days after receiving the defective Edge Hardware. Actual delivery times may vary depending on the Customer location. Upon conclusion of the Mist Edge warranty period, Customer may purchase a hardware replacement service plan.

8.4. Mist Dashboard Warranty. Mist warrants that it will provide the Mist Dashboard Service and Mist Dashboard Additional Services (including the Mist Edge Service) in substantial conformance with the Documentation; and with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the Mist Dashboard Services (and Mist Dashboard Additional Services, if applicable).

8.4.1. Mist Dashboard Warranty Remedy. Customer's sole and exclusive remedies and Mist's entire liability for breach of the warranty under Section 8.4 will be: (a) the reperformance of the deficient Mist Dashboard Service or Mist Dashboard Additional Services, as applicable, and (b) if Mist fails to re-perform, Customer may terminate its subscription for the affected Mist Dashboard Service or Mist Dashboard Additional Service and accept a pro-rata refund of the Mist Dashboard and/or Mist Dashboard Additional Service subscription fees for any unused period of the cancelled Service Term. Any termination must occur within three months of Mist's failure to re-perform (as indicated in the initial applicable written communication from Customer to Mist).

8.5. Disclaimer. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED ABOVE IN SECTION 8.1 AND 8.4, MIST EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR OR SPECIFIC PURPOSE, ACCURACY, AND QUIET ENJOYMENT.

8.6. Hardware Warranty Conditions. This warranty is conditioned upon proper use of the hardware Products, and (i) does not cover minor scratches to plastic surfaces and other externally exposed components, and (ii) will not cover: (a) defects or damage resulting from accident, unusual physical, electrical or electromechanical stress, modification of the hardware Products or any part thereof; (b) defects or damage from unauthorized or improper testing, operation, maintenance, installation, servicing or adjustment of the hardware. Opening the hardware enclosure or modification to the hardware components will void the warranty.

8.7. Post Warranty Support. For as long as Customer maintains a subscription to the Mist Dashboard for Customer's hardware Products (e.g., Mist APs, Edge Hardware), Mist will respond to requests for technical support, and provide updates and bug fixes to the Firmware (subject to the Mist AP reaching its end of life) and to the Mist Edge Software. In the event the Customer allows its subscription to lapse

for more than thirty days, Customer will be required to renew and pay for its Mist Dashboard subscription from the date of expiration in order for the warranty to apply and for support services to be available. Mist will provide End of Life (EOL) notification for discontinued Hardware to Customer, either directly or through an announcement posted on the Mist website, at least 180 days in advance of the EOL date.

8.7.1. For all indoor rated Mist APs, upon expiration of the warranty period, Mist will continue to provide the Mist AP Hardware replacement remedies set forth in Section 8.2.2 for as long as Customer maintains a subscription to the Mist Dashboard service for the Mist AP.

8.8. Requests for Technical Support. Customer may submit technical support requests through the Mist Dashboard or by email to Mist at support@mist.com. Customer may select the severity level of the technical problem being reported. Mist support hours are 8:00 am to 5:00 pm Pacific Time, but for Severity Level 1 issues, Mist provides a response 24X7. Mist will respond to Customer support requests based upon the severity level of the problem.

Severity	Definition	Response Time
Severity Level 1	Product is inoperable or its performance is so severely reduced that Product cannot be utilized. No workaround is available.	Mist responds in less than 1 hour and immediate escalation to Engineering if not resolved in 6 hours.
Severity Level 2	There is significant Product performance degradation, but a workaround is available	Mist responds in less than 4 business hours and escalation to Engineering if not resolved within 8 hours.
Severity Level 3	There is an issue or defect causing minimal business impact	Mist responds in less than 8 business hours and escalation to Engineering if not resolved within 5 days
Severity Level 4	Request for information; administrative requests	Mist responds in 24 hours or less.

9. INDEMNIFICATION

9.1. Indemnity from Mist Systems. Mist will defend any suit brought against Customer to the extent it is based on a third-party claim that the Mist manufactured Products sold to Customer infringe any U.S. patent or copyright, and will pay all damages and costs that a court finally awards against Customer as a result of such claim, provided that Customer gives Mist (i) prompt written notice of such suit within 30 days of the receipt of same, and furnishes Mist with a copy of all communications, relating to the claim; (ii) at the time notice of such claim is delivered to Mist, sole control over the defense and settlement of the claim and (iii) all reasonable information and assistance in the defense effort. In no event shall Mist be liable to indemnify Customer for any settlement entered into without Mist' prior written consent.

9.1.1. Should the Product become, or in Mist's opinion, be likely to become, the subject of a claim of infringement of a U.S. patent or copyright, Mist may, at its option, either: (A) procure for Customer the right to continue using the Product, or (B) replace or modify the Product to make it non-infringing. If neither of the foregoing alternatives is commercially available to Mist, then Mist will grant Customer a refund for (a) the purchase price paid by Customer of the relevant Hardware Product depreciated on a five-year straight-line basis and accept return of the relevant Hardware; and (b) for the subscription fees for the remaining, unused period of the then current Service Term.

9.1.2. Notwithstanding the foregoing, Mist shall have no liability for, and Customer shall indemnify Mist against, any claim to the extent it is based upon or arising out of, in whole or in part, (I) alteration or modification of the Product which was not approved by Mist, (II) combination, operation or use of the Product with any hardware, software or other device not furnished by Mist if such claim would not have arisen had such combination, operation or use not occurred; (III) any product or service not provided by Mist; (IV) Mist's compliance with Customer's specifications, designs or instructions; (V) Customer's failure to promptly implement an update or modification to the Product (e.g., install a Firmware release) provided by Mist; (VI) use of the Product in a manner other than which it was designed or in a manner other than as specified by Mist; and (VII) Section 4 of Appendix A (End User Consents) or Processing of Customer Data by Mist pursuant to Customer's instructions.

9.2. THIS INFRINGEMENT INDEMNITY SET FORTH IN THIS SECTION STATES MIST'S ENTIRE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF A THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

10. LIMITATION OF LIABILITY

10.1. MIST SYSTEMS' LIABILITY ARISING OUT OF THIS AGREEMENT AND/OR SALE OF THE PRODUCTS SHALL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNTS PAYABLE UNDER THE AGREEMENT BY THE CUSTOMER FOR THE PRODUCTS UP TO A MAXIMUM OF \$2,000,000. IN NO EVENT SHALL MIST HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEMS PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEMS TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. TERM AND TERMINATION

11.1. Term. This Agreement shall commence upon the earlier of i) the date Mist accepts Customer's initial Purchase Order in writing, or ii) Customer starts using the Products. The Service Term will begin upon the last to occur of either a) the invoice date, or b) shipment of Mist APs and delivery by email of the activation codes to the Mist Dashboard (which in most cases will be simultaneous). Each Service Term will renew automatically for additional one-year Service Terms unless Customer notifies Mist in writing that Customer is cancelling its subscription at least ten (10) days before the renewal date. The Service Term includes any renewals for the Mist Dashboard services. This Agreement will terminate on the expiration or cancellation of all Service Terms for all Mist APs.

11.2. Termination. Either Party may terminate this agreement for cause upon thirty (30) days' written notice to the other Party of a material breach of this Agreement if such breach remains uncured at the expiration of such period. Mist may suspend Customer's use of the Mist Dashboard at any time if Mist reasonably believes that Customer has breached the terms of Section 7.2 (Payment Terms); and if such breach remains uncured for 10 days following receipt of notice from Mist, then Mist may terminate this Agreement immediately. If Customer terminates this Agreement for cause, Customer will receive a refund of any prepaid fees equal to the prorated Mist Dashboard fees for the remainder of the Service Term.

11.3. Survival. Upon any termination of this Agreement, Sections 6 (Data Processing), 10 (Limitation of Liability) and 12 (Confidentiality) will survive any termination of this Agreement.

12. CONFIDENTIALITY

12.1. Disclosure of Information. The parties acknowledge that they may receive from each other and have access to certain confidential information of the other party (“Confidential Information”), including confidential information about the business plans, customers, personnel, financial data, technology or products of the other party. Information shall be considered Confidential Information if it is labeled as confidential or proprietary or, if supplied as an oral disclosure, is stated at the time of disclosure to be confidential or proprietary. The parties agree that Software and Documentation shall be deemed Mist’s Confidential Information under this Agreement. The parties agree not to use the other’s Confidential Information for any purpose except as contemplated by this Agreement. The use and access to Confidential Information shall be limited by the parties to their employees who need to know such Confidential Information for the purpose of carrying out the parties’ respective obligations under the Agreement and the parties shall similarly bind these employees to abide by the terms of this Section 12 in writing. Confidential Information may include confidential, proprietary and/or trade secret information which is owned by third parties, which have granted sufficient rights to the parties to permit the parties to provide Confidential Information to each other hereunder. Customer shall not remove any proprietary, copyright, mask work, trade secret or other legend from any System or Confidential Information. The Parties shall, upon the termination of this Agreement, certify the destruction of or return to the other party all tangible manifestations of Confidential Information received from such parties pursuant to this Agreement (and all copies and reproductions thereof).

12.2. Exclusions. The restrictions contained in this Section 12 a) shall not apply to Confidential Information to the extent such information (i) is known to the recipient at the time of disclosure; or (ii) is independently developed by the recipient provided the recipient can show that such development was accomplished by or on behalf of the recipient without the use or any reference to Confidential Information or breach of this Agreement; or (iii) becomes known to the recipient from any source without confidentiality restriction on subsequent disclosure or use; or (iv) is or becomes part of the public domain through no wrongful act of the recipient. A party shall also have the right to disclose Confidential Information pursuant to any binding judicial or governmental requirement or order; provided that it takes reasonable steps to give the other party sufficient prior notice in order to contest such order or seek protective measures.

12.3. Injunctive Relief. In the event of a threatened or actual breach of this Section 12, the non-breaching party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

12.4. Statement of Product Direction. Mist Systems and its Affiliates may disclose information related to development and plans for future products, features or enhancements (“SOPD”). SOPD information is subject to change at any time, without notice. Mist Systems provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Customer acknowledges that: a) its purchasing decisions are not being made based upon reliance of timeframes or specifics outlined in the SOPD, and b) purchasing decisions would not be affected if Mist Systems (or its Affiliates) delays or never introduces the future products, features or enhancements.

13. OTHER TERMS

13.1. Compliance with Laws; Export Requirements. Customer shall comply with all applicable laws and regulations. Customer acknowledges and agrees that it and Mist are subject to regulation by agencies of the United States Government, including the U.S. Department of Commerce and Defense, which prohibits export or diversion of the Systems to certain countries. Regardless of any disclosure made by Customer to Mist of an ultimate destination of the Systems, Customer warrants that Customer will not export, either directly or indirectly, any Systems without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required.

13.2. Mist Ownership and Trademarks. Customer acknowledges and agrees that Mist retains all of its right, title, and interest in and to the worldwide intellectual property rights in the Products. All rights not

expressly granted to Customer in this Agreement are expressly reserved by Mist. Neither Party will use the other Party's name or trademarks without written consent.

- 13.3. Disposition of Mist APs.** Customer may (directly or indirectly) sell, transfer, or otherwise convey title to its Mist APs only with the prior written consent of Mist and in connection with a merger, acquisition of all or substantially all of Customer's business, corporate reorganization, or change in control. Otherwise, any resale, transfer or assignment of the Mist APs will void the access rights to the Mist Dashboard.
- 13.4. Entire Agreement.** The terms and conditions contained in this Agreement, Mist's quotation and order acknowledgement, constitute the entire agreement between the parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement, including but not limited to any preprinted terms on purchase orders, invoices, advertising and sales literature.
- 13.5. Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of California without reference to its conflict of laws principles. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. For any disputes arising out of this Agreement, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.
- 13.6. Force Majeure.** Except for Customer's payment obligations, neither party will be responsible for any failure to perform due to causes beyond its reasonable control.
- 13.7. Assignment.** Customer may not assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of Mist. Any prohibited assignment will be void. Mist may assign this Agreement in its entirety (including all Order Forms), without the Customer's consent to its Affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.
- 13.8. Notices.** All notices ("Notices") shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such Notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. All Notices shall be sent to the respective address as may be specified by either party to the other in writing. Customer will send any notices to Mist Systems as follows: Juniper Networks, Inc., Attn: General Counsel, 1194 North Mathilda Avenue, Sunnyvale, CA 94089-1206 Telephone: 408.745.2000.
- 13.9. Prevailing Party.** In any suit or proceeding relating to this Agreement the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.
- 13.10. Amendment; Waiver.** Neither modification to this Agreement, nor any waiver of any rights shall be effective unless assented to in writing by the party to be charged and the waiver of any other right hereunder or any subsequent breach or default.
- 13.11. Severability.** If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.
- 13.12. Counterparts.** This Agreement may be signed in counterparts each of which shall be deemed an original and together shall constitute one and the same agreement.

APPENDIX A Data Processing and Data Security

1. The Products enable Customer, and Mist on Customer's behalf if applicable, to Process information and data about: (a) the Mist APs and their configuration, use and performance any other network equipment or software connected to any Mist APs, such as, for example, any Juniper Networks switches, routers or other products ("AP Metadata"), and (b) End User devices that connect to the Mist APs ("Device Data").

1.1. AP Metadata includes:

- network equipment status
- firmware version
- signal strength
- software version

1.2. Device Data may include (depending on Customer's configurations and settings):

- device name
- hostname
- username
- device type
- family, model and manufacturer
- operating system
- MAC (media access control) address
- Unique Device ID (UDID) (if used by Customer)
- user agent
- IP address
- information collected by the mobile applications that Customer creates using Mist software development kits such as the map ID the device is on
- applications accessed (on a top level domain basis only, e.g., Google or Facebook)
- type of traffic/content (e.g., video versus voice) and size of content uploaded or downloaded
- Packet capture information (see below)
- Locational data (see below)

1.3. Device Data may also include the following:

1.3.1. PCAP (Packet Capture):

1.3.1.1. Dynamic PCAP (Enabled by Default): When the Mist Dashboard detects a possible error in the operation of a Customer's Mist AP Network, the Mist Dashboard will automatically begin capturing data packets that travel to/from devices connected to the Mist AP in order to attempt to diagnose and address any such issues. TCP packet header information, which may include the packet's source and destination IP address, is collected in the Dynamic PCAP process.

1.3.1.2. Manual PCAP (If enabled by Customer): Customer may elect to manually capture data packets that travel to/from devices connected to the Mist AP through the Mist Dashboard, such as by configuring the size of the data packet to be captured and specifying a device MAC address from which to capture data packets. With such manual packet capture, the Customer may be able to view the actual contents of the data packet as well as the packet header information, which may include the packet's source and destination IP address. In order to assist Customer with technical support issues, Mist may also manually capture data packets from Customer's Mist AP Network at Customer's election and Customer may grant Mist access to view the packet data.

1.3.2. Locational Data: If Customer purchases location services and, subject to the qualification in the next succeeding sentence, enables such services through the Mist Dashboard, Customer may have access to, in real time and/or via a heat map, the locations of devices (both connected and

unconnected) in the vicinity of the Mist AP, including the device location with respect to any floor plans Customer has uploaded to the Mist Dashboard to configure the location services, and, depending on the location of the device, signal strength and configuration of the Mist APs Customer has positioned at its location(s), extending beyond Customer's premises, and MAC (media access control) address for WiFi client devices that have not yet connected to the Mist AP if so configured by Customer. Depending on the device type and its communication method (e.g., WiFi versus vBLE), some location information may be made available to Customer without enabling location services. Customer is responsible for its location services configuration settings and for any notices and consents that may be required.

- 1.4. Captive Portal Data:** Customer may, at its sole election, create and configure a captive portal web page to request and Process additional data from End Users (which may include Personal Data such as name and email address). The web page is displayed on devices that connect to Customer's Mist APs prior to granting such devices access to Customer's wireless network. The information designated by Customer for collection through the captive portal is passed directly to Customer and used by Mist only for purposes set forth in Sections 2.1.1, 2.1.2, and potentially Sections 2.1.5 and 2.1.6 below. Customer can specify the retention period for End User information processed by the captive portal (or opt out of having Mist store End User information) as well as allow for End Users to opt out of having captive portal information retained by Customer (and Mist).
- 2. Data Processing:** Mist Processes Device Data and AP Metadata in order to:

 - 2.1.1. provide the Products, including the Mist Dashboard and Mist Dashboard Additional Services to Customer and to allow Customer to manage and monitor the use and performance of its Mist APs;
 - 2.1.2. provide support, diagnostics, analytics, and maintenance services for the Products as set forth in this Agreement;
 - 2.1.3. perform research, development, analysis, product testing and quality assurance on an aggregated basis;
 - 2.1.4. prepare industry reporting and analysis of usage for informational and educational purposes;
 - 2.1.5. protect Mist's rights or to enforce the terms of this Agreement; and
 - 2.1.6. comply with lawful requests from Customer, partners, End Users, law enforcement, national security agencies or other government regulatory authorities.
- 3. Customer Control.** Using the settings offered in the Mist Dashboard, Customer may restrict Mist technical support personnel from accessing certain Customer Data. Such access is enabled by default to better assist Customer with its implementation of the Mist Services. If Customer elects to restrict Mist from accessing such data, Mist may not be able to provide complete support and diagnostic services to Customer. Customer may make selections for certain Mist AP and Mist Dashboard configurations in Customer's sole discretion. Customer is solely responsible for maintaining administrative control over Customer's account, systems and equipment and for Customer's selection of the level of encryption to use on Customer's networks (including if Customer elects to allow "open access").
- 4. End User Consents.** Customer acknowledges and agrees that it is Customer's sole responsibility to provide notice to, and obtain all necessary consents from, End Users regarding the Processing of data in accordance with this Agreement and for any additional Processing by Customer or by Mist on Customer's behalf, and to comply with all applicable laws and regulations related to such Processing by Customer or by Mist on Customer's behalf of the data of such End Users, including as may relate to Customer's choices to enable and configure Manual PCAP, location services, captive portal(s), and, if applicable, any mobile applications Customer develops using Mist software development kits.
- 5. Customer Consent.** By using the Products, Customer authorizes and licenses the Processing of Customer Data, including Device Data and AP Metadata pursuant to this Agreement by Mist and its subprocessors (which include Mist's third party cloud hosting providers), including any such data collected by Mist under any prior agreements with Customer. Customer hereby grants Mist and its Affiliates a perpetual, irrevocable,

royalty-free, worldwide, license to use any de-identified AP Metadata on an aggregated basis for purposes of product improvement, research, development, analysis, product testing and quality assurance. Customer acknowledges and agrees that such data cannot be deleted on a customer by customer basis once it is de-identified and aggregated.

6. **Data Retention:** Device Data is stored by Mist for sixty (60) days after collection but may only be available to the Customer through the Mist Dashboard for one (1) week after collection. Packet data collected pursuant to Section 1.3.1 above (as described in Appendix A) is retained and available for seven (7) days after collection. Mist reserves the right to retain data for a longer period for the purposes set forth in Sections 2.1.5 and 2.1.6 above.
7. **Data Processing Agreement.** Customer and Mist hereby agree to incorporate the Data Protection and Privacy Exhibit for Juniper Services, currently available at <https://www.juniper.net/assets/us/en/local/pdf/legal/data-protection-and-privacy-exhibit-for-juniper-services.pdf> (the "DPA") into this Agreement as Mist is an Affiliate of Juniper Networks, Inc. For purposes of such DPA, Mist shall be a "Data Importer" and "Data Processor" and Customer shall be the "Data Exporter" and "Data Controller." The "Categories of data" in Appendix 1 of the DPA shall also include any Personal Data contained in Customer Data. The "Processing operations" set forth in Appendix 1 of the DPA shall also include providing the Products under this Agreement and the purposes set forth above. Solely to the extent that Customer Data includes any "personal data" of "consumers" in California governed by the California Consumer Privacy Act (CCPA) (as such terms are defined in the CCPA), the California Consumer Privacy Act Confirmation for Customers and Partners, currently available at <https://www.juniper.net/assets/us/en/local/pdf/executive-briefs/9020011-en.pdf>, is incorporated herein.
8. **Data Export by Customer.** Customer is solely responsible for any export or transfer, whether within the same country or region or to others, of any Customer Data or to any other Customer systems, databases, or software or to third parties or other platforms external to the Products and for any related Processing.
9. **Special or Sensitive Data.** Customer is solely responsible for the transmission or collection of sensitive or special categories of data, as may be defined under applicable laws, using Mist APs. Customer may not provide to Mist any such sensitive or special data that imposes on Mist security obligations different from or in addition to those specified in this Agreement, the DPA, or other Mist documentation.
10. **Corporate Restructuring:** Customer consents to Processing of Customer Data (including sharing of such data) by Mist or any of its Affiliates in connection with or during the negotiation of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of Mist's business by or to another company, including the transfer of contact information and data of customers (including Customer), partners and end users (including End Users).
11. **Data Security.** Mist shall maintain reasonable and appropriate security measures, controls, procedures and written policies designed to: (1) protect Device Data and AP Metadata from accidental or unlawful destruction, loss, or unauthorized use, alteration, or disclosure; (2) protect the confidentiality, integrity, and availability of Device Data and AP Metadata; (3) prevent unauthorized access and unauthorized use of the Mist Dashboard; and (4) protect the Firmware and Mist APs from viruses, malware or malicious code. Such protection and prevention practices are designed to include measures at least as protective as the following:
 - 11.1. reasonable restrictions regarding physical access to Mist's servers and cloud infrastructure and electronic access to Device Data and the Mist Dashboard, including through secure user authentication protocols, secure access control methods, and firewall protection.
 - 11.2. Encryption of Device Data at rest and in transit between the Mist APs and the Mist Dashboard using technologies and security processes as set forth below or substantially equivalent to:
 - 11.2.1. Use of HTTPS/TLS with AES-128 encryption, and mutual authentication provided by a combination of digital certificate and a per-AP shared key created during manufacturing. Use of a 2048 bit key for certificate signature. Verification by the AP of the certificate of the endpoint through an RSA key exchange and certificate verification.

- 11.2.2. Use of HTTPS/TLS for API communications (including UI access) and AES-256 for encryption of such communications.
- 11.2.3. Access to the Management console (Backend Administrative Access) over an HTTPS connection, using 2048-bit RSA key.
- 11.3.** Encryption of data at rest: block level encryption using AES-256 for data stored in the Mist Cloud (including Device Data and AP Metadata).
- 11.4.** Use of subprocessors, as necessary, that are subject to the same level of data security and data protection as contained in this Agreement and the DPA;
- 11.5.** Use of assessment and monitoring tools;
- 11.6.** Security review of Mist's cloud environment conducted periodically and, upon written request of Customer, provision to Customer of a summarized report (or other summary) on the results of the last such periodic review.
- 11.7.** Logging of access to the Mist Dashboard.

Additional information about Data Processing and Data Security may be available in the technical documentation and specifications provided for the Products, including in the "Supplemental Privacy Information" section of the Juniper Privacy Policy that relates to Mist (currently available at <https://www.juniper.net/us/en/privacy-policy/mist/>), and in the DPA.