



Addendum to the Juniper Partner Reseller Registration Agreement

This Addendum (“**Addendum**”) is an addendum to the Juniper Partner Reseller Registration Agreement (the “**Reseller Agreement**”). This Addendum is intended to leverage the terms and conditions of the Reseller Agreement to the extent provided for herein. This Addendum is by and among “YOU” (as Juniper Partner or if you are not the Juniper Partner, as a representative/agent authorized to bind the Juniper Partner), and Mist Systems, Inc. a Juniper company (“**Mist**”).

This Addendum sets forth the terms and conditions under which Reseller may purchase from Mist and resell Mist Products. However, in the event of a conflict between the provisions included in this Addendum and the provisions included in the Reseller Agreement without taking into consideration this Addendum, the provisions of this Addendum will control solely with respect to the terms and conditions applicable to the sale by Mist, and the purchase and resale by Reseller, of the Mist Products. For the avoidance of doubt, unless and until this Addendum is assigned by Mist to Juniper in accordance with the terms hereof, Juniper shall not be deemed a party to this Addendum, and the rights and obligations of Mist hereunder shall not be considered the rights and obligations of Juniper.

The “Effective Date” of this Addendum shall be the date Mist notifies Juniper Partner that Mist has accepted this Addendum.

In consideration of the covenants and conditions set forth herein, Mist and You agree as follows:

- 1. Definitions.** Each capitalized term used but not defined herein will have the meaning ascribed to it in the Reseller Agreement.

“**Authorized Reseller**” means a reseller who has accepted terms and conditions for reselling Mist Products in the Territory and has agreed to comply with the Mist Partner Program requirements.

“**End User Terms**” means, for purposes of this Addendum, the terms and conditions between Mist and an End User governing the delivery (if applicable), use, access to, warranty, and support of Products, and Mist’s obligations and commitments in providing Products to an End User. A current copy of the End User Terms is located at <https://www.mist.com/wp-content/uploads/Mist-Purchase-Subscription-Agreement.pdf>.

“**Hardware**” or “**Mist AP**” means for purposes of this Addendum the Mist branded WiFi and Bluetooth low energy (“BLE”) access points available for purchase on the applicable Mist Price List.

“**Mist Dashboard**” means the Mist web-based management console and associated services provided by Mist to an End User to manage the End User’s Mist APs, as further described in the Documentation.

“**Mist Partner Portal**” means the online partner website that may be accessed at the following URL (or such other URL that Juniper or Mist identifies from time to time): www.mist.com/partners.

“Mist Partner Programs” means the Mist marketing or sales programs applicable to Authorized Resellers in the Territory.

“Mist Partner Program Guide” means the current guide published by Mist describing the sales and marketing requirements and guidelines for Juniper Partner in the Territory.

“Mist Price List” means the list of Mist Products, SKUs and pricing applicable in the Territory and available at www.mist.com/partners.

“Service Term” means the term of the subscription to the Mist Dashboard granted by Mist to an End User. Service Terms are typically one, three or five years as listed on the Mist Price List. The Service Term is calculated in accordance with Section 4

1.1. The definition for “Products” includes the Mist Hardware and Mist Dashboard. The definition for “Marks” includes the Mist trademarks approved for use by Juniper Partner in the Mist Partner Program Guide.

2. Mist Systems is a Juniper Affiliate. Except as set forth in this Addendum the terms of the Reseller Agreement will apply to the resale of Mist Products. Juniper Partner’s purchase of Mist Products will not apply to any Juniper Networks reseller program benefits available to Juniper Partner. The list of approved Distributors from whom Juniper Partner may purchase Mist Products is set forth on the Mist Partner Portal. Juniper Partner acknowledges and agrees that the Distributors for Juniper Products may not be the same as the Distributors for Mist Products.

3. Mist Partner Programs

3.1. Partner Requirements. The Mist Partner Program Guide applicable to Juniper Partner contains certain requirements in order for Juniper Partner to receive pricing discounts and other benefits offered by a Distributor. These requirements generally cover: (a) the sales and support staff required to be trained and retained by Juniper Partner; (b) promotion and advertising of Mist Products; (c) publicity of Juniper Partner’s participation in the Mist Partner Programs and participation at trade shows; and (d) compliance with Mist minimum advertised price (MAP) terms set forth in the Mist Partner Program Guide.

3.2. Mist Obligations. Mist will provide the benefits in accordance with the Mist Partner Program Guide and the tier to which Juniper Partner is assigned, including, but not limited to: (a) training in sales and support of Mist Products; (b) access to evaluation and not-for-resale (“NFR”) Mist Products; and (d) sample marketing materials.

3.3. Mist Partner Program Guide Tier. Mist will assign Juniper Partner to an initial Mist Partner Program Guide tier that determines the benefits and pricing discounts that Juniper Partner receives for the resale of Mist Products only. If, by the end of the one year anniversary of the Addendum Effective Date, Juniper Partner fails to achieve the requirements to maintain the program tier assigned to Juniper Partner, Mist reserves the right to re-assign Juniper Partner to a lower program tier in accordance with the Mist Partner Program Guide. Similarly, Mist may assign Juniper Partner to a higher tier if Juniper Partner has exceeded the requirements of the then current program tier to which Juniper Partner is assigned. Any change in program tier must be set forth in writing (by email) by

Mist and is effective on the date set forth in such notice. Mist will provide written notice (by email) to Juniper Partner of changes to Juniper Partner's Mist Partner Program Guide tier.

3.3.1. The resale of non-Mist Products will not apply towards the achievement of Mist Partner Program tier.

3.4. Mist Partner Programs. Juniper Partner may be eligible to participate in other Mist Partner Programs subject to the then current Mist Partner Program Guide. Mist may change the Mist Partner Program Guide at any time with thirty (30) days' prior notice, or as expressly stated otherwise in the Mist Partner Program Guide, to Juniper Partner by email, notification on Mist's website, or any other method permitted under the Reseller Agreement. Juniper Partner acknowledges that the Mist Partner Program Guide and all programs defined within the Mist Partner Program Guide, are Confidential Information of Mist and any disclosure of the Mist Partner Program Guide or such Mist Partner Programs, in any way, to any potential End Users or any other person or entity will be considered a breach of the Reseller Agreement.

4. Mist Dashboard. Mist APs are only sold in combination with annual or multi-year subscriptions to the Mist Dashboard. Mist will host and retain physical control over the Mist Dashboard platform and End Users may access and use the Mist Dashboard only through the Internet at a secure website maintained by Mist. Mist will provide directly to End Users (or through Juniper Partner) the initial username and password access credentials for access to the Mist Dashboard. No provision under this Addendum or the Reseller Agreement shall obligate Mist to deliver or otherwise make available any copies of computer programs or code from the Mist Dashboard to Juniper Partner or End Users, whether in object code or source code form.

4.1. Mist Dashboard Service Term. Each order for a unit of Hardware must also include a subscription to a Mist Dashboard service for a specified Service Term. The Service Term will begin upon shipment of the Mist Hardware and delivery (via email) of the activation codes to an End User (whichever occurs last and, in most cases, this will happen simultaneously) and continue to be in full force and effect up to the end of the Service Term ordered by Juniper Partner, including any renewals thereof.

4.2. End User Terms. Juniper Partner will notify each End User that the End User will be required to accept the End User Terms in order to use the Products.

5. Data Processing. Information regarding Mist's data processing and data security for the Products and Services is set forth in the End User Terms (including the "Data and Services" section). Juniper Partner hereby acknowledges and agrees to such data processing and data security provisions. Juniper Partner further agrees to execute any appropriate data processing agreement with Mist and End Users to the extent that Juniper Partner processes any data of End Users.

6. Services. Mist provides Services directly to End Users in accordance with Mist standard support terms. The fees for the Services are included in the price for the Mist Products.