

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR229

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

Juniper Networks (US), Inc.
Name
1194 N. Mathilda Avenue.
Address
Sunnyvale CA 94089
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Michaela Mezo Phone #801-942-0247 Fax # _____ Email mmezo@juniper.net
Federal Tax ID# [REDACTED] Vendor #VC0000112477 Commodity Code #20464, 20623 & 20621

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:

WSCA Contract to provide Data Communications Equipment Associated OEM Maintenance and Training per RFP #DG7500.

3. **CONTRACT PERIOD:** Effective date: June 20, 2007 Termination date: May 31, 2010 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 2 -(2) year.

4. **PRICING AS PER THE ATTACHMENT** Discounts
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 Days ARO
MINIMUM ORDER: None
FREIGHT TERMS: F.O.B. Destination - Freight Prepaid

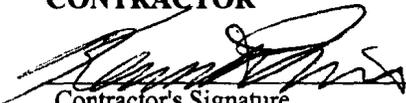
5. **ATTACHMENT A:** Addendum 1
ATTACHMENT B-1: WSCA Terms and Conditions
ATTACHMENT B-2: Changes to WSCA Terms and Conditions
ATTACHMENT C: Juniper Networks Product Warranty

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #DG7500 dated 9/4/06.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH


Contractor's Signature


Douglas G. Richins

Director, Div. of Purchasing & General Svs.

Kenneth Niven, Vice President

Type or Print Name and Title

June 29, 2007

Date

JUL 09 2007

Date

ATTACHMENT A ADDENDUM 1

This Addendum lists terms and conditions of the contract between the State of Utah, referred to as STATE, and Juniper Networks (US), Inc., referred to as Contractor. The State of Utah is acting as the Lead State for the procurement process resulting in **WSCA Contracts for Data Communications Equipment, associated OEM Maintenance and Training.**

A. Manufacturer Product Line(s)

This contract authorizes the Contractor to provide the following manufacturer's Data Communications Equipment, Maintenance, and Training, as listed by category. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract. Products covered under this agreement are:

Routers: Juniper
Switches: Juniper
LAN/WAN: Juniper
Security: Juniper
Networking Software: Juniper
Training and Maintenance for Above Products

B. State of Utah/WSCA Contract Manager

Debbie Gundersen
State of Utah
Division of Purchasing and General Services
State Office Building, Capitol Hill
Room 3150
Salt Lake City, UT 84114-1061

email: dgundersen@utah.gov
Voice: (801) 538-3150
Fax: (801) 538-3882

C. Remittance Address

Authorized Resellers listed on WSCA Website

D. Special Terms and Conditions

The parties agree to amend the terms and conditions as follows:

1. Order of Precedence

The order of precedence for the contract terms will be as follows:

 1. Attachment B-2: Changes to WSCA Terms and Conditions, if applicable
 2. Attachment B-1: WSCA Terms and Conditions
 3. State of Utah Contract Signature Page (Cover Page)
 4. Attachment A: Addendum 1
 5. Contractor's Terms and Conditions, if applicable
 6. Contractor's Response to BAFO for RFP DG7500, incorporated by reference
 7. Contractor's Response to RFP DG7500, incorporated by reference
 8. RFP DG7500, incorporated by reference

2. Included Documents

The documents listed in Number 1 are included in the contract. It is agreed that any reference to the "Entire Agreement" includes these documents.

3. Public Information

The contract, including the price lists and the Response to the RFP, invoices, and sales orders will be considered public documents and will be subject to government records policies in each state. The Contractor gives the STATE express permission to make copies of the information specified to provide to other STATE government entities that may use the contract, and to the public, in accordance with general STATE policies, including copies of said information that may be identified as confidential, proprietary, or copyrighted.

4. Arbitration

The STATE will not accept mandatory, binding arbitration. If there are any references to binding arbitration in the Contractor's Response to the RFP, they will be null and void. The parties may agree, on a case by case basis, to voluntary arbitration to resolve contract issues.

5. Contract Period

The contract period, including renewal options, is listed on the STATE OF UTAH - Statewide Contract cover page. Renewals will be agreed to upon written authorization from both parties. All references to automatic renewals will be null and void.

6. Governing Law

This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the State of Utah. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim,

dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

7. Individual Customer

Each State agency and each political subdivision, as a State Entity, that uses these services will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

E. Contractor Requirements

1. Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring agencies will issue purchase orders and make payments to only the named contractors or their respective resellers.

2. Servicing Subcontractors

If using servicing subcontractors for the performance of local marketing, maintenance and/or technical support services in accordance with the terms and conditions of the contract, servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the contract. The authorized procuring agency has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.

3. WSCA Administration Fee

The contractor must pay a WSCA administration fee of one half of one percent (.50%) in accordance with the terms and conditions of the contract. The WSCA administration fee is not negotiable.

4. Usage Reporting Requirement

Contractor must submit quarterly usage reports to the contract manager. Initiation and submission of the quarterly report is the responsibility of the contractor without prompting or notification by the contract manager. The due dates of each quarterly contract usage report are April 30, July 31, October 31 and January 31. Quarterly usage reports must contain total dollar usage figures for each WSCA member-state (and non-member state), per product category, per manufacturer, respectively. Usage figures must be provided per maintenance option.

5. Change in Contractor Representatives

The State of Utah/WSCA reserves the right to require a change(s) in contractor representatives if the assigned representative(s) is not, in the opinion of the State of Utah's contract manager, meeting its needs adequately.

6. Website Development and Maintenance

Contractor must maintain said website and keep the information current and correct on a timely basis.

7. Rollout and Marketing

Contractor may conduct a marketing effort as described in Contractor's proposal.

8. Right to Publish

Contractor must secure prior approval from the contract manager for permission to release any information that pertains to the potential work or activities relating to this contract. Failure to adhere to this requirement may result in termination of the contract for cause.

9. Contractor's Scope of Equipment and Services

Contractor may only fill contract orders from the scope of equipment and services under contract. Any sale made under this contract by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described in Section E may result in contract termination for cause.

10. E-Rate Requirement

Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the contractor.

11. Freight Terms of Sale F.O.B. Destination, Freight Prepaid

Contractor will ship all products F.O.B. destination, freight included in the product price. Contractor may not include freight charges on invoicing. Failure to comply with this requirement may result in contract termination for cause.

Whenever a procuring agency does not accept any product and returns it to the contractor, reference RMA procedure in contractors T&Cs, all related documentation furnished by the contractor shall be returned also. If there is obvious freight damage, the agency should decline the freight and contact the contractor as soon as possible. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency. Contractor is responsible for the pick-up of returned equipment.

12. Price Guarantee Period

Percentage discount depth from list is not subject to a "price increase request" that would result in a less attractive discount; discounts may only be adjusted by the contractor to reflect a deeper discount(s). The discount is applied to manufacturer's current published list price schedule(s).

Maintenance and any training related costs are also guaranteed for the entire contact.

13. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.

14. Maintenance of Current Price List with Discount(s) Applied

Manufacturer's price list(s) must be tailored for WSCA with the WSCA contract discount(s) applied; this must be created and maintained by the contractor on an Internet website hosted by the contractor, at no additional charge(s) to the State of Utah or WSCA. This website will be listed as a link from the WSCA website.

F. Contract Scope of Equipment and Related Services

Any sale by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described in Section A or below may result in contract termination for cause.

1. Discounts of Manufacturers Price List

- Initial baseline volume discount – 30% off list price of products
- Volume discount for deal whose total list price is from \$501,000 to \$1 million - 35% off list price of products
- Volume discount for deal whose total list price is over \$1 million - 39% off list price

With regard to annual maintenance the following discounts apply:

- One-year maintenance and four-year maintenance with SV3 SKUs (which indicate that their list price has already been discounted) – 5% off list price
- Four-year maintenance without SV3 SKUs – 15% off list price

Juniper Networks out-sources its certification training and therefore, can not discount it.

All pricing information will be accessible on the Juniper-WSCA Web page and in a WSCA, on the internal Juniper Networks-WSCA Web page for staff and on the internal Juniper-WSCA partner Web page

2. Resolution of Customer Problems

As shown in the following table, Juniper Networks offers systematic escalation management to customers with current service agreements. This ensures that the appropriate resources within Juniper Networks are utilized to resolve outstanding technical problems as efficiently as possible.

Our systematic escalation process is intended to notify and brief various levels of management throughout the life cycle of the technical issue. Escalation timeframes are measured on a 24x7x365 basis.

Table 1. Juniper Networks Escalation Management Response Times

Owner	Priority 1, Critical	Priority 2, High	Priority 3, Medium	Priority 4, Low
Manager, Technical Support	Immediate	12 hours	15 days	
Director, Customer Service	1 hour	24 hours		
Vice President, Customer Service	4 hours	96 hours		
Vice President, Engineering and Sales	4 hours			
Executive Vice President, Operations and Field Operations	24 hours			

NOTE: These escalation timeframes are to be used as guidelines and are not a substitute for sound business practices.

Case Definitions for Priority

Juniper Networks offers priority setting of problems to customers with current service agreements. This ensures that the appropriate resources within Juniper Networks are utilized to resolve outstanding technical problems as efficiently as possible.

Priority Management

The Juniper Networks Technical Assistance Center (JTAC) works with customers to assign mutually agreeable priority levels to problems that will be reflected in the support case opened on their behalf.

Priority 1: Critical

Catastrophic impact to business operations. Examples of Priority 1 issues include:

- Network or system is down causing customers to experience a total loss of service
- Continuous or frequent instabilities affecting traffic-handling capability on a significant portion of the network
- Loss of connectivity or isolation to a significant portion of the network
- Creation of a hazard or an emergency

Priority 2: High

Significant impact to business operations. Examples of Priority 2 issues include:

- Network or system event causing intermittent impact to end customers
- Loss of redundancy
- Loss of routine administrative or diagnostic capability
- Inability to deploy a key feature or function
- Partial loss of service due to a failed hardware component

Priority 3: Medium

Limited impact to business operations. Examples of Priority 3 issues include:

- Network event causing only limited impact to end customers
- Issues seen in a test or pre-production environment that would normally cause adverse impact to a production network
- Time sensitive information requests
- Successful workaround in place for a higher priority issue

Priority 4: Low

No impact to business operations. Examples of Priority 4 issues include:

- Information requests
- Standard questions on configuration or functionality of equipment

Offerors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

3. **Technical Services (Equipment Warranty, Installation, Training, Maintenance Options, Replacement)**

Warranty Start Date: "Start Date" as used in this policy means the date the product is received by the Customer.

Hardware: Juniper Networks warrants that for a period of one (1) year from the Start Date, the Juniper Networks hardware purchased by customer ("Hardware") shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser. In the event that Juniper Networks receives notice during the warranty period that any Hardware does not conform to its warranty, Juniper Networks will provide return-to-factory repair, with a twenty (20) business day turnaround from the date of receipt of the product at a Juniper Networks Repair Center. Juniper Networks, at its sole option, will either repair or replace the nonconforming Hardware. Hardware repairs replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper Networks. Juniper Networks will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Juniper Networks Repair Center. Actual delivery times may vary depending on the customer location.

Software: Juniper Networks warrants that for a period of ninety (90) days from the Start Date, the media, on which the software embedded in the Hardware ("Software") is recorded, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The sole and exclusive remedy of the customer and the entire liability of Juniper Networks under this limited warranty shall be the replacement of the media containing the Software. In addition, with respect to Software embedded in Juniper Networks security products, application acceleration products or certain other Hardware products, as more specifically set forth on <http://www.juniper.net/support>, for a period of fifteen (15) days from the date a customer receives such Hardware product, Juniper Networks will provide the customer that purchased such Hardware product access to one (1) download of the most recent commercially-available version of Software that is embedded in such product. Customer may download the Software by going to <http://www.juniper.net/support>. This right to download extends only to the original purchaser.

Restrictions: No warranty will apply if the Hardware or Software (i) has been altered, except by Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Juniper Networks disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper Networks warranty obligations do not include installation support.

Dead On Arrival ("DOA"): For up to thirty (30) days from the Start Date, Juniper Networks will provide expedited replacement of affected field replaceable units of Hardware that fail to operate within twenty-four (24) hours of initial installation. For

purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Hardware's technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Hardware performance. A new field replaceable unit will be shipped from Juniper Networks' manufacturing facilities within two (2) business days of Juniper Networks' receipt and validation of customer's notification of an inoperative unit. Notification must be sent by customer via online procedures set forth below. Defective Hardware must be returned within thirty (30) days of failure, or customer pays purchase price of replacement Hardware. Non-U.S. customers should allow for additional transit time due to international customs clearance.

Hardware Return Procedures: Any defective item can only be returned if it references a return material authorization ("RMA") number issued by authorized Juniper Networks service personnel. To request an RMA number, customer must contact Juniper Networks Technical Assistance Center ("JTAC") via the online resource available at the URL: <http://www.juniper.net/support> or at 1-888-314-JTAC (1-888-314-5822 - toll free in U.S., Canada, and Mexico). JTAC will only assist customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to JTAC will not be accepted unless the customer has purchased a valid Juniper Networks service contract that is in effect as of the time of the call, or the products are still under warranty. The RMA number must be included on the outside carton label of the returned item. Transportation costs, if any, incurred in connection with the return of a defective item to Juniper Networks shall be borne by customer to the in-country location, if available. Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional, the customer shall pay any transportation cost. If Juniper Networks determines that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be paid by customer; however, Juniper Networks will inform the Customer of the Warranty status and the estimated cost of the repair and receive a Purchase Order from Customer before performing the repair.

Disclaimer: EXCEPT AS EXPRESSLY SET FORTH ABOVE, JUNIPER NETWORKS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, JUNIPER NETWORKS DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT BUYER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

Limitation of Liability: IN NO EVENT WILL JUNIPER NETWORKS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE,

INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF JUNIPER NETWORKS OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXCEPT FOR BODILY INJURY (INCLUDING DEATH) AND TANGIBLE PROPERTY DAMAGE, THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. IN ADDITION, JUNIPER NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO JUNIPER NETWORKS, WHETHER UNDER WARRANTY OR NOT.

For customers with valid support services agreements, Juniper Networks offers a toll-free technical support phone line that is available 24x7x365.

Obtaining Technical Support:

In order to receive service, Juniper Networks requires all customers to create a user account and register their products. Once the products have been registered, full access to Juniper Networks technical resources is granted, 7 days a week, 24 hours a day, 365 days a year.

Customers have the option of submitting an issue via the web or by phone.

- Web: www.juniper.net/customers/support/Customer , Customer Support Center (CSC)
- Phone: 1-888-314-JTAC (U.S., Canada, and Mexico)

For new cases, customers requesting service via phone should be prepared to provide the following:

- Serial number
- Priority level
- Output from `/var/log/messages` and `/var/log/dcd`
- Indication of the activity that was being performed when the problem occurred
- Problem detail and configuration data
- Software version
- Configuration data

Network Support Services

The following table provides a snapshot of the technical support services programs offered by Juniper Networks.

Table 4. Juniper Networks Network Support Services at a Glance

Service	Core	Core Plus	Next-Day	Next-Day Onsite	Same-Day	Same-Day Onsite
24x7 Technical Assistance (JTAC)	X	X	X	X	X	X
Customer Support Center	X	X	X	X	X	X
Software Updates and Upgrades	X	X	X	X	X	X
Return-to-Factory Repair		X				
Hardware Replacement (Next Business Day)			X	X		
Hardware Replacement (Same Day)					X	X
On-site Technician				X		X

Service Descriptions

Core Support

Core Support protects networking investments by providing basic remote support resources, including all software feature releases, plus access to the Juniper Networks Technical Assistance Center (JTAC) and the online Customer Support Center (CSC).

Juniper Networks Technical Assistance Center (JTAC)

With JTAC support, customers have unlimited access to JTAC engineers through the Internet and phone 24x7x365. As a single point of contact for all support needs, our JTAC engineers have extensive experience in supporting large-scale networks and help troubleshoot and diagnose any network anomaly. To ensure that we respond as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues.

Customer Support Center

The Web-based CSC provides instant, secure access to critical information including our Knowledge Base, frequently asked questions, field alerts, proactive technical bulletins, problem reports, technical notes, release notes, and product documentation. Through the CSC, customers can also create, view, and edit technical support cases with the

juniper.net Case Manager and download major, minor, and maintenance software releases.

CorePlus

CorePlus is perfect for providers who want to extend the hardware warranty beyond the first year. This program lengthens the original product warranty period and allows customers to return products for repair at no additional charge. CorePlus offers the same features of Core Support plus targets 10-business day repair turnaround from the date of receipt at the Juniper Networks repair facility.

Next-Day

For customers who want the assurance of rapid delivery of Juniper Networks replacement parts, this service is a convenient way to back up spare parts inventories. Next-Day includes all Core Support features, plus the delivery of covered replacement hardware on the next business day. Hardware replacements can be requested Monday through Friday, excluding holidays.

Next-Day Onsite

For customers who may not have the onsite staff to perform replacement tasks, Next-Day Onsite allows them to stay focused on their core business. Next-Day Onsite provides the same features as Next-Day and includes the dispatch of a trained technician to a customer location within the next business day.*

Same-Day

Same-Day is an essential service for providers with mission-critical networks who cannot wait until the next business day for replacement parts. In addition to all Core Support features, Same-Day provides delivery of covered replacement hardware within four hours of request.* Hardware replacements can be requested 24 hours a day, 7 days a week, including holidays.

Same-Day Onsite

Same-Day Onsite provides a skilled technician for rapid remedial hardware problem resolution, including the installation of replacement parts. This service includes all Same-Day features, plus access to an onsite technician within four hours of request.* An onsite technician can be requested 24 hours a day, 7 days a week, including holidays.

* Next day delivery or 4-hour response may not be available in all locations.

4. Servicing Sub-Contractors (Resellers)

A list of the Servicing Sub-Contractors will be posted on the WSCA Website at www.aboutwsca.org and on the Contractor's network website. This list will be updated as changes are made.

READ THIS END USER SUPPORT AGREEMENT ("AGREEMENT") IF YOU HAVE ORIGINALLY PURCHASED, FROM AN AUTHORIZED RESELLER, SUPPORT SERVICES TO BE DELIVERED BY JUNIPER NETWORKS. **BY CONTACTING AND USING JUNIPER NETWORKS FOR TECHNICAL SUPPORT AND/OR HARDWARE REPAIR/REPLACEMENT SERVICES OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED HEREIN, YOU (AS CUSTOMER OR IF YOU ARE NOT THE CUSTOMER, AS A REPRESENTATIVE/AGENT AUTHORIZED TO BIND THE CUSTOMER) CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN (A) DO NOT CONTACT JUNIPER NETWORKS FOR TECHNICAL SUPPORT OR HARDWARE REPAIR/REPLACEMENT SERVICES, AND (B) YOU MAY CONTACT JUNIPER NETWORKS REGARDING SUPPORT TERMS.**

End User Support Terms and Conditions

1. Definitions: In this Agreement, the following definitions shall apply:

- a) "Advance Hardware Replacement Support Plan" means an advance hardware replacement support plan as described on the Attachment 1 that has been purchased by Customer.
- b) "Agreement" means (1) the End User Support Terms and Conditions; (2) Attachment A - End User Support Plan Descriptions; (3) Attachment B - System Information; and (4) State of Utah Contract AR229. All attachments are incorporated into and become a part of this Agreement.
- c) "Authorized Reseller" means an authorized reseller of Juniper Networks.
- d) "Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. in the time zone where such JTAC and Customer is located, excluding local Holidays.
- e) "Customer" means the person or organization that originally purchases Support services from an Authorized Reseller.
- f) "Customer Support Center" means Juniper Networks' web-based support available at the URL: <http://www.juniper.net/support> that provides the Customer access to a database of Software releases, technical tools, frequently asked questions, documentation, technical notes, product information, bug reporting and resolution.
- g) "Documentation" means user manuals and technical notes provided by Juniper Networks for use with the Software and Hardware.
- h) "Hardware Replacement Support Plan" means the Hardware replacement support options set forth on Attachment 1.
- i) "Juniper Networks" means (a) Juniper Networks (Ireland) Ltd. and/or its authorized service representative(s) if Support will be provided in Europe, the Middle East or Africa; (b) Juniper Networks (Hong Kong) Ltd. and/or its authorized service representative(s) if Support will be provided in the Asia Pacific Rim; or (c) Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Support will be provided in North America, Central America or South America.
- j) "JTAC" means the Juniper Networks Technical Assistance Center, which is staffed by trained engineers responsible for answering technical questions, diagnosing system problems, and providing Work Around as needed.
- k) "Permanent Solution" means a resolution to a Problem that (i) causes Software and Hardware to substantially conform with the Documentation, and (ii) restores the service and

operation of the System without any material loss of functionality. Any Permanent Solution required hereunder will be delivered to Customer in Juniper Networks' next regularly scheduled major Software Release.

- l) "Problem" means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem
- m) "Priority 1 Problem" means any fault in a System that causes a catastrophic impact to mission critical functionality. Examples of Priority 1 Problems include total loss or continuous instability of mission critical functionality, Customer's production network or system is down causing Customer's end users to experience a total loss of service, or instability to use a feature or functionality that is currently relied upon for mission critical functionality.
- n) "Priority 2 Problem" means any fault in a System that causes a significant impact to mission critical functionality. Examples of Priority 2 Problems include issues that are impairing, but not a total loss of mission critical functionality, intermittent issues that affect mission critical functionality, inability to deploy a feature that is not currently relied upon for mission critical functionality or loss of redundancy of a critical Hardware component.
- o) "Priority 3 Problem" means any fault in a System that causes minimal impact to business operations. Examples of Priority 3 Problems include issues in the network or on the System that are not causing impact to mission critical functionality, non-repeated issues that have impacted mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause adverse impact to a production network, time sensitive questions or information requests, or Work Around in place for Priority 1 and Priority 2 issues.
- p) "Priority 4 Problem" means any non-conformance to Documentation that has no impact to business operations. Examples of Priority 4 Problems include information requests, standard questions on configuration, or functionality of equipment, non-urgent RMA requests or cosmetic defects.
- q) "Problem Report" means a description of the Problem encountered by Customer when Customer submits a request for Technical Support. Each Problem Report will include a description of how to repeat the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by Customer and Juniper Networks.
- r) "Site" means the physical location where System(s) are installed as specified by Customer from time to time.
- s) "Software" means Juniper Networks computer software in object code format either sold as a stand-alone or incorporated in the Hardware.
- t) "Software Release" means a new production version of the Software.
- u) "Support" means the Technical Support and Hardware repair/replacement services provided by Juniper Networks as set forth in this agreement.
- v) "Supported Release" means the current version of the Software and certain prior versions of the Software as set forth in the current End of Service (EOS) policy (<http://www.juniper.net/support/eol/>)
- w) "System(s)" means the Hardware, Software and Documentation that have been supplied to Customer by Juniper Networks or an Authorized Reseller.
- x) "Technical Support" means the technical support provided by Juniper Networks under Section 5 of this Agreement.
- y) "Work Around" means a temporary resolution of a Problem that restores the service and operation of a System without any material loss of functionality. A Work Around may consist of a patch or instructions on how to avoid a Problem.

2. Juniper Networks' Support Obligations: Upon Juniper Networks' acceptance of a valid purchase order for Support and Customer's payment of the applicable fees as set forth in Section 6, Customer will be entitled to receive Support from Juniper Networks in accordance with terms of this Agreement.

a) Hardware Repair/Replacement. Juniper Networks will use commercially reasonable efforts to provide Hardware repair / replacement in accordance with the Hardware Replacement Support Plan selected by Customer and the terms set forth in Section 4. Juniper is not responsible for transportation or customs delays in countries where there is no in-country depot.

b) Technical Support. Pursuant to the terms of Section 5, Juniper Networks will use its commercially reasonable efforts to:

- i. Provide Customer access to all Software Releases and related Documentation that Customer has licensed from Juniper Networks upon their general commercial release;
- ii. Provide Customer with access to JTAC staff, who will work with Customer to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Juniper Networks management as needed;
- iii. Post web-based reports to the Customer Support Center.

c) On-site Support. In the event that Customer has purchased an Advance Hardware Replacement Support Plan that includes on-site support, then, upon Customer's request, Juniper Networks will use its commercially reasonable efforts to dispatch a technician to the affected site in accordance with the terms and timeframes of such plan as set forth on Attachment A. If Customer requires on-site support but has not purchased an Advance Hardware Replacement Support Plan that includes on-site support, then, upon Customer's request and subject to payment of fees described below, Juniper Networks will use commercially reasonable efforts to dispatch a

technician to the affected site within a timeframe to be determined by Juniper Networks based upon the availability of resources. In such case, Customer will be billed at Juniper Networks' then-applicable standard rates for time and materials, and for reasonable travel and living expenses in accordance with Juniper Networks' travel plan guidelines as amended from time to time. Provision of onsite support is subject to the following limitations:

- i. On-site support is limited to Hardware replacement only; Juniper Networks does not provide On-site assistance for software troubleshooting, or any software related issues.
- ii. On-site support may not be available for some Juniper Networks products or in some geographic regions and may require a "set-up" period before they can be made available to Customer. During such a set-up period, Juniper Networks will use commercially reasonable efforts to provide to Customer the closest available service then available with respect to such product line or in such geographic region. Next Day On-site is provided in the regional time zone of the Customer Site.
- iii. For the Juniper Networks IDP and Secure Access product lines, Juniper Networks will only provide assistance with the delivery and initial set up of the Hardware. Customer is responsible for the reconfiguration and/or allowing JTAC access to the device to restore the Hardware to its last saved configuration status. Customer is responsible for maintaining a backup of the configuration that can be used to restore the device.

d) End of Life Procedures and End of Support.

Juniper Networks will provide End of Life (EOL) notification for discontinued Hardware and spare parts to Customer, either directly or through an announcement posted on the Juniper Networks website, at least 180 days in advance of the EOL date. During the notification period and subject to availability, Customer may continue to purchase such Systems, provided that delivery is taken within 180 days of the EOL effective date. EOL Systems shall be repaired, or replaced with similar products, at Juniper Networks' discretion, following the guidelines in the current End of Service (EOS) policy (<http://www.juniper.net/support/eol/>). In the event such repair or replacement is not covered under warranty, Juniper Networks will inform the Customer of the Warranty status and the estimated cost of the repair and receive a Purchase Order from Customer before performing the repair. Customer will be charged Juniper Networks' then-standard rates for the approved repairs.

e) Exclusions. Juniper Networks is not obligated to provide Support for:

- i. third party devices (hardware, software, cabling, etc. not provided by Juniper Networks) or problems with the System(s) that are caused by such devices;
- ii. problems with Systems that have been modified by someone other than Juniper Networks' personnel or Juniper Networks' qualified service technicians;
- iii. Systems damaged, whether by fire, virus, impact, power surge or otherwise, other than through the negligence or willful misconduct of Juniper Networks, its agents or employees;
- iv. problems caused by the use of a System in an environment other than that for which it was designed, as specified in the Documentation;
- v. problems with Systems where Customer did not provide the

required System information set forth in Section 3 f); problems with Systems where Customer did not provide the required System information set forth in Section 3 f);

- vi. problems with Software that is not a Supported Release;
- vii. any Systems, Hardware or Software purchased or otherwise obtained from any party other than Juniper Networks or an Authorized Reseller; or
- viii. problems with Hardware, Systems or parts thereof that are past their End of Life date, as provided in Section 2 d) above.

Customer may, at its sole option, request that Juniper Networks provide Support for one or more of the above excluded problems. Juniper Networks will inform the Customer of the Warranty status and the estimated cost of the repair and receive a Purchase Order from Customer before performing the repair. If Juniper Networks does attempt to resolve one or more of the above excluded problems based on Customer's request, Customer agrees to pay for such Support at Juniper Networks' then-applicable rates for time and materials

3. Customer Obligations.

- a) Maintaining Supported Releases. All Software Releases provided to Customer shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms included with the Software Releases. Customer is not required to install every Software Release on Customer's System(s), as they become available from Juniper Networks. However, Customer acknowledges that in order to obtain Support for problems with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Permanent Solution, it may be required to upgrade to a Supported Release to address any such problems.
- b) Network Access. For any Problem identified as a Priority 1 Problem, Customer will provide Juniper Networks or its authorized service representative access to the affected network environment, and will assign a technical contact for Juniper Networks. Furthermore, if Juniper Networks determines that its technical personnel need access to the Customer's network in order to remotely diagnose a problem, Customer will ensure that Juniper Networks' personnel have the necessary level of authorized access to such network. Customer shall have the right to observe such access.
- c) Staffing. Customer shall maintain support personnel who have reasonable computer networking skills. Customer's support personnel should be proficient in the operation of the computer networking systems and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to Juniper Networks' engineers of customer issues and responses will be conducted in English.
- d) Decommissioned Systems. Customer may elect to cover all or none of its System(s) under this Agreement except that, effective at the end of each annual term of this Agreement, Customer may exclude

System(s) that it has permanently decommissioned and identified in a written notice to Juniper Networks at least 30 days prior to such decommission. In addition, Juniper Networks will grant Customer a credit for any pre-paid support on Systems that are permanently decommissioned or accidentally destroyed during an annual support term.

- e) Configuration Files. Customer is responsible to maintain a backup of the configuration that can be used to restore the device.
- f) System Information. In order for Juniper Networks to provide the appropriate level of Support promptly and efficiently, Customer must provide to Juniper Networks the following information for each System under a Support plan:
 - i. product license key or serial number;
 - ii. configuration;
 - iii. installation address; and
 - iv. Site contact person

Customer may either provide the above System information to Juniper Networks in the purchase order for each System or in the form set forth in Attachment 2. If Customer physically moves any System from the original Site to another location, Customer must notify Juniper Networks immediately to update their support contract. Prior to Juniper Networks' receipt of such notification, Juniper Networks shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such System.

- g) Compliance with Laws; Export Requirements. Customer shall comply with all applicable laws and regulations. Customer acknowledges and agrees that it and Juniper Networks 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 Juniper Networks 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. Customer agrees to accept Juniper Networks' on-line Export Notice and Acknowledgment prior to receipt of any Software Releases under this agreement.

4. Hardware Repair/Replacement.

- a) Hardware Return Procedure. In the event of Hardware failure, Customer must contact JTAC for Hardware failure validation and troubleshooting. After JTAC has validated the Hardware failure, Customer will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to Juniper Networks must have a RMA number assigned prior to their return. Customers that have purchased an Advance Hardware Replacement Support Plan may choose to return defective Hardware under either the return to factory procedures set forth in Attachment A or the advance Hardware replacement procedures set forth in Section 4 b). Customers that have not purchased an Advance Hardware Replacement Support Plan may return defective Hardware only under the return to factory procedures set forth in Attachment A. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at Customers expense
- b) Advance Hardware Replacement. If Customer has purchased an Advance Hardware Replacement Support Plan, then Juniper Networks will provide Hardware replacement to Customer prior to Customer's return of the defective Hardware or parts. Juniper Networks will provide replacement part(s) to Customer in accordance with the Advance Hardware Replacement Support Plan selected by Customer and include a return kit with each

replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label. Customer must follow the return instructions to return the defective Hardware or parts within 30 days of failure or pay the purchase price of replacement parts for any Hardware.

5. Technical Support.

- a) Software Release. Juniper Networks will make available Software Releases and applicable Documentation, if any, to Customer as such releases become generally commercially available. Each Software Release will include a written description of the changes included in such release, and such description will also include a discussion of the purpose or reason for releasing the Software Release. Every Software Release will be accompanied by written installation instructions.
- b) Access to JTAC. Customer's access to the JTAC shall be by telephone or web-based. The parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information.
- c) Web-Based Technical Support. Juniper Networks shall post to the Customer Support Center, on a regular basis, a report listing the following information:
- i. bugs, errors, or deficiencies in the Software, and the classification of each;
 - ii. any resolutions or fixes; and
 - iii. any available Work Around.
- d) Technical Support Procedures. For each request by Customer for Technical Support from Juniper Networks, Customer shall provide Juniper Networks with a Problem Report. Juniper Networks shall identify each discrete issue relating to a Problem Report with a unique "Case Number" for tracking purposes. Upon request by Customer, Juniper Networks shall provide a "Status Report" on any Problem logged for Customer provided that

Customer identifies the particular Problem by the Case Number assigned to it by Juniper Networks. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Permanent Solution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for Customer shall remain open until closure notification is received from Juniper Networks and accepted by Customer. By mutual agreement between Customer and Juniper Networks, Problems shall be categorized and handled according to the procedures set forth below:

- iii. P1 – Priority 1 Problems. If the Problem is identified as a Priority 1 Problem, the Juniper Networks' Customer Service duty manager will be immediately notified of any Priority 1 Problems to ensure engagement of all appropriate resources. Juniper Networks and Customer shall work continuously (on a 24x7x365 basis), and shall use all commercially reasonable efforts, to work with Customer's dedicated resources to resolve the Priority 1 Problem until a Work Around or a Permanent Solution is successfully implemented. If a Priority 1 Problem is not resolved within a maximum of 1 hour from the time it is classified as such by Juniper Networks, Juniper Networks' Customer Service will confer with the appropriate Juniper Networks' engineering subject-matter expert. If a Permanent Solution is successfully implemented, but such Permanent Solution cannot be deployed in a System operating in Customer's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Customer with a Work Around. If a Work Around is successfully implemented, a Priority 1 Problem shall be reclassified to

the appropriate priority level. Subject to the foregoing, Juniper Networks will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Priority 1 Problem having been observed or reproduced by Juniper Networks.

- ii. P2 - Priority 2 Problems. If the problem is classified as a Priority 2 Problem, Juniper Networks and Customer shall work full-time during normal business hours (extending to 24 hours per day as needed), and shall use all commercially reasonable efforts, until a Work Around or Permanent Solution is successfully implemented. If a Permanent Solution is successfully implemented, but such Permanent Solution cannot be deployed in a System operating in Customer's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or Permanent Solution within 5 calendar days of a Priority 2 Problem being reported to Juniper Networks by Customer.
- iii. P3 - Priority 3 Problems. If a problem is classified as a Priority 3 Problem, Juniper Networks and Customer shall work full-time during normal business hours, and shall use all commercially reasonable efforts, until a Work Around or Permanent Solution is successfully implemented. If a Permanent Solution is successfully implemented, but such Permanent Solution cannot be deployed in a System operating in Customer's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially

reasonable efforts to provide a Work Around or a Permanent Solution within 30 calendar days of Priority 3 Problem being reported to Juniper Networks by Customer.

- iv. P4 – Priority 4 Problems. Juniper Networks shall use commercially reasonable efforts to work with Customer during normal business hours to provide information or assistance as requested. Juniper Networks will use all commercially reasonable efforts to provide a Work Around, Permanent Solution or other requested assistance within 90 calendar days of a Priority 4 Problem being reported to Juniper Networks by Customer.

The response times set forth in this Section 5 d) constitute targeted goals of the Technical Support to be provided by Juniper Networks to Customer, and it is understood that Juniper Networks shall use commercially reasonable efforts to attempt to resolve any Problems within the target times set for the relevant priority level. The parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute a breach of Juniper Networks' obligations under this Agreement, as long as Juniper Networks is using reasonable commercial efforts to resolve the Problems.

- e) Escalation Management. In addition to setting priority levels for reported Customer problems, Juniper Networks will provide the following systematic escalation management for Problems:

Owner	Priority 1 Critical	Priority 2 High	Priority 3 Medium	Priority 4 Low
Manager, Technical Support	Immediate	12 hours	15 days	30 days
Director, Customer Service	1 hour	24 hours		
Vice President, Customer Service	4 hours	96 hours		
Vice President, Engineering and Sales	4 hours			
Executive Vice President, Operations and Field Operations	24 hours			

6. Support Fees.

- a) Annual Fee. In consideration for the Support, Customer shall pay to Authorized Reseller an annual fee agreed upon by Customer and Authorized Reseller. By issuing a purchase order to an Authorized Reseller for Support, Customer agrees to be bound by the terms and conditions of this Agreement.
- b) Renewal. No less than 60 days prior to the expiration of the initial and subsequent one-year terms, a notice of expiration and a quotation with the contracted annual fees for the subsequent one-year terms will be provided to Customer. If Customer wishes to continue receiving Support, then Customer shall provide a purchase order to an Authorized Reseller to match the quotation on or before the expiration date. Upon receipt, Customer shall be invoiced in accordance with the terms of this Agreement.
- c) Purchase Orders. Customer will designate the level of Support and the Hardware Replacement Support Plan selected in its purchase order(s) to Authorized Reseller. All purchase orders must be signed by an authorized Customer representative. Terms and conditions contained in purchase orders submitted to Authorized Reseller shall apply as between Customer and such Authorized

Reseller and shall have no binding effect on Juniper Networks.

- d) Payment Terms. The parties acknowledge Customer is buying pass-through Support from Authorized Reseller. Customer will pay all Support fees to Authorized Reseller, and Authorized Reseller will pay Juniper Networks for pass-through Support purchased by Customer.
- e) Reinstatement of Support. If (i) the standard warranty has ended, (ii) a previously purchased Support contract has expired, been terminated by Customer or terminated by Juniper Networks for non-payment or (iii) there has been a transfer of product ownership, the Juniper Networks equipment must be inspected or a reinstatement fee paid before placing such equipment under a new Support services contract. The inspection and reinstatement fee is non-refundable and does not apply to the purchase of the Support services contract, following the Support Services Inspection and Reinstatement Policy (<http://www-int.juniper.net/customerservice/contracts/graymarket.html>) on internal page and http://www.juniper.net/support/inspection_reinstatement.pdf available from the Intranet). The reinstatement fee is equal to one (1) year of the then current CorePlus Support for the specified product. Systems that have not been inspected or where a reinstatement fee has not been paid will be eligible for time and material level of support only at Juniper Networks' then current rates, and will be subject to minimum charges. Systems must be running a Supported Release to qualify for Support. Systems that have reached End of Service (EOS) or are within one (1) year of EOS are not eligible for the purchase of a Support services contract. Systems that have reached the End of Life (EOL) announcement date will have a reduced level of services available during the five (5) year EOS timeline.
- f) Taxes. All taxes and duties attributable to this Agreement, if any, including sales, use and any other tax or duty assessed by local, state, federal or other governmental authorities, shall be borne by Customer, provided that taxes relating to Juniper Networks' net income shall be the responsibility of Juniper Networks. Customer shall reimburse Juniper Networks for any

such taxes and duties within 30 days of the date of an invoice for the same. Customer shall make all payments of charges relating to this Agreement without deduction or withholding for or on account of taxes, levies or impost, unless such tax deduction or withholding is required by law in which case the charges to be paid by Customer to the Authorized Reseller in relation to this Agreement will be reduced by the amount of the tax deduction. If Customer is required to make a tax deduction, Customer shall make that tax deduction within the time allowed and in the minimum amount required by law and promptly furnish Authorized Reseller with tax receipts evidencing the payments of such amounts. This term will not apply if Customer is exempt from such taxes and duties. Customer will provide Juniper Networks a tax exemption certificate or tax exempt number upon request.

7. Confidential Information

- a) 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 Juniper Networks' 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 confidentiality. 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, return to the other party or destroy, with written documentation of destruction, all tangible manifestations of Confidential Information received from such parties pursuant to this Agreement (and all copies and reproductions thereof). If the Customer has requirements that prevent them from returning Confidential Information, then the Customer will continue to keep the information confidential (in accordance with the appropriate state statutes).

Nothing in this Agreement shall prohibit or limit either party's use or disclosure of the U.S. Federal income tax treatment and U.S. Federal income tax structure of any transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment or tax structure, except where confidentiality is necessary to comply with applicable federal or state securities laws

- b) Exclusions. The restrictions contained in Section 7 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 (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.

- c) Injunctive Relief. In the event of a threatened or actual breach of this Section 7, 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.

8. Proprietary Materials; Information Provided by Others.

- a) Subject to the limitations set forth below in this Section 8, Customer hereby grants to Juniper Networks, and Juniper Networks hereby accepts, access to and use of Customer's and/or its third party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Support. Customer warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Materials to Juniper Networks hereunder. Juniper Networks shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Materials, except as necessary to provide Support and as approved by Customer.
- b) Juniper Networks agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.
- c) Juniper Networks will be entitled to rely on the accuracy and completeness of information prepared and/or provided by Customer. Juniper Networks shall not be liable to Customer or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by Customer.

9. Limitation of Liability.

JUNIPER NETWORKS' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE

AMOUNT PAID BY THE CUSTOMER FOR ONE (1) YEAR OF SUPPORT PROVIDED HEREUNDER.

IN NO EVENT SHALL JUNIPER NETWORKS 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 SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Term and Terminations

- a) Initial Term. This Agreement shall be binding upon Juniper Networks, and the initial term of this Agreement shall commence, on the Contract Effective Date. Support will commence on the date mutually agreed upon by the parties and continue for a period of one year thereafter, or, if Customer initially pays for more than one year of Support in advance, then the terms of this Agreement shall apply for the period of the prepaid Support.
- b) Renewal Terms. Upon expiration of the initial term and acceptance by Juniper Networks of a valid purchase order for a renewal term of Support, this Support will be automatically renewed for successive 1 year periods (or such longer period of Support pre-paid by Customer) unless at least 60 days prior to the date of renewal either party notifies the other in writing of its intent not to renew or Contract AR229 terminates, whichever occurs first. If Contract AR229 terminates, Support will continue for any prepaid Support period.
- c) Termination for Breach. Either party may terminate immediately upon written notice in the event of a material breach by the other party (i) which remains uncured for 30 days after written notice of such breach is given; or (ii) which by its nature cannot be cured within 30 days. For purposes of this section, Customer's failure to pay Support

fees when due shall be deemed a material breach of this Agreement.

- d) Survival. The provisions of Section 7, 8, 9, 10 and 11 shall survive termination hereof for any reason.

11. Miscellaneous.

- a) Governing Law. See Attachment B-1 for governing laws. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- b) Entire Agreement. The terms and conditions contained in this Agreement, its attachments, and Contract AR229 constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.
- c) Force Majeure. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party (including suppliers) shall be considered a breach of this Agreement, if such default, or failure to perform is shown to be due to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or in actions of governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, act of God or public enemy, nuclear disasters, supplier delay, or default of a common carrier. If a delay excused by this Section 11 d) extends for more than 30 days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, then either party may, upon written notice, terminate this Agreement.
- d) Assignment. Customer may not assign or delegate or otherwise transfer its licenses,

rights or duties under this Agreement except with prior written consent of Juniper Networks. Any prohibited assignment will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of both parties thereto and successors and assigns.

- e) Notice. Notices and other communications pertaining to Agreement shall be in writing and shall be deemed delivered upon personal delivery, signed-for delivery by commercial courier, or 3 days after deposit in US mail via certified mail, return receipt requested, postage prepaid. All notices of communication between Customer and Juniper Networks pertaining to this Agreement shall be directed to the address specified on the cover/signature page of this Agreement or to another address they have designated by the foregoing written notice procedures.
- f) No Waiver. The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement.
- g) Counterparts. This Agreement may be executed in counterparts which when taken together will constitute one instrument.
- h) Invalidity. 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 invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.

Attachment 1 End User Support Plan Descriptions¹ J-Care

	Core	Core Plus	Core Limited ²	Next-Day ³	Next-Day Onsite ³	Same-Day ³	Same-Day Onsite ³
JTAC Access	X	X		X	X	X	X
Limited JTAC Access			X				
Software Releases	X	X	X	X	X	X	X
Online Tools	X	X	X	X	X	X	X
Return-to-factory		X					
Next-Day Advance Replacement				X	X		
Same-Day Advance Replacement						X	
Onsite Technician					X		X

JTAC Access	With JTAC support, Customer has unlimited access to JTAC engineers by phone and online 24x7x365. As a single point of contact for all of Customer's support needs, our JTAC engineers have extensive experience in supporting large-scale networks and help Customer diagnose system problems and provide solutions and workarounds where necessary. To ensure that JTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues in accordance with the terms of the Agreement.
Limited JTAC Access	With Limited JTAC Access, Customer has access to JTAC 12 hours per day, 5 days per week (Monday-Friday during U.S. business hours, excluding holidays). Customer is limited to 3 authorized callers and a maximum of 5 incidents per year. As a single point of contact for all of Customer's support needs, our JTAC engineers have extensive experience in supporting large-scale networks and help Customer diagnose system problems and provide solutions and workarounds where necessary. To ensure that JTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues in accordance with the terms of the Agreement.
Software Releases	Juniper Networks will provide Customer with access to all new Software Releases Customer has licensed when they are made available for general public release
Online Tools	Access to the Juniper.net Customer Support Center (CSC) at the URL: http://www.juniper.net/support .
Return-to-factory	10 Business Day Hardware repair or replacement. Customer returns the Hardware or part(s) to Juniper and Juniper has to the option to repair or replace the defective Hardware or part(s). The 10 Business Day period begins upon receipt of the defective Hardware or part(s) by Juniper Networks at a Juniper Networks repair facility. Hardware replaced under the terms of this Hardware Replacement Support Plan may be refurbished or new equipment substituted at the option of Juniper Networks using commercially reasonable efforts.
Next-Day	"Next Business Day" is defined as 12 hours a day, 5 days a week delivery of advance Hardware replacements. "Next-day delivery" means that Juniper Networks will deliver advance replacements for defective Hardware on the Next Business Day for replacement requests placed by three (3) p.m. (local JTAC time) Monday through Friday, except Juniper Networks' holidays. For countries where Juniper Networks does not have an in-country depot and Next Business Day delivery is unavailable, Juniper Networks will ship the replacement part within 24 hours of the RMA origination. Actual delivery will be subject to local customs and importation restrictions and transportation delays.
Same-Day	Same-day delivery of advance Hardware replacements, 7 days per week, including holidays. "Same-day delivery" means that Juniper Networks will deliver advance replacements for defective Hardware or part(s), 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure by Juniper Networks, to Sites located within 50 miles of an authorized Juniper Networks' parts depot.
On-Site	A Juniper Networks trained service technician will arrive onsite upon final diagnosis of a part failure by Juniper Networks. The service technician will arrive with a replacement product, coordinate with JTAC and the Customer for final resolution of the problem, and return the defective product to Juniper Networks on behalf of the Customer.



JUNIPER NETWORKS END USER SUPPORT AGREEMENT

¹ Certain support programs listed herein may not be available for all Juniper Networks product lines. Customer is advised to contact Authorized Reseller or Juniper Networks to confirm the support programs available for the particular products purchased by Customer. Juniper Networks may add, delete and modify support programs available for purchase at its discretion. A description of the Support plans may also be found at <http://www.juniper.net/products/services/operation/support.html>. Certain Juniper Networks antivirus products have special support offerings available only for such products. For a list of available antivirus support plans, please refer to the End-User Antivirus Addendum that is made available by Juniper Networks.

² Available for Juniper Networks Steel-Belted Radius and Odyssey Access Client product lines only.

³ Next-Day, Next-Day Onsite, Same-Day and Same-Day Onsite services requires pre-approval by Juniper Networks prior to commitment of delivery of service.



JUNIPER NETWORKS END USER SUPPORT AGREEMENT

Attachment 2 System Information

Site Information

Customer Name _____

Site Address _____

City _____ State _____ Zip _____

System Location (Building, Floor) _____

System List (Include all Systems to be covered at location named above)

Model Number	Quantity	Product License Key or Serial Number

Authorized contacts

Name	Phone and Fax	Email

Attachment B-1: WSCA Terms and Conditions

Standard Contract Terms and Conditions

Western States Contracting Alliance

Request for Proposal

Note for Purchasing Entities: For the contract with Juniper Networks, Inc. and the State of Utah, changes have been made to the following terms: 8, 13, 17, 21, 26, and 38. The changes are listed in Attachment B-2.

1. PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

2. QUANTITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

3. SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

4. ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

5. SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge *based on agreement from both parties*. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

6. CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

7. TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time is set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

9. PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

10. AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

11. NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

12. CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for

goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

13. DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

14. LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

15. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

16. REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

17. HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

18. ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

19. GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the

contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

20. DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance (*within 21 days after delivery for external damage and 30 days for any concealed damage*) when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

21. WARRANTY: As used herein "Buyer" refers to any WSCA state agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

22. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

23. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

24. NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms

and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

25. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

26. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

27. PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

28. FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

29. HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

30. FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

31. EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

32. PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

33. CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

34. INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

35. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

36. DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

37. RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

38. AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. *The scope of audits would be within the context of the contract.* Such access will be during normal business hours, or by appointment.

Revision date: September 14, 2006

Attachment B-2 Changes to WSCA Terms and Conditions

The State of Utah ("State" or "Customer") and Juniper Networks (US), Inc ("Juniper Networks" or "Contractor") agree to changes in Attachment B-1 WSCA Standard Terms and Conditions. The following terms will replace the original corresponding term in **Attachment B-1**:

From Section 8. PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from any third party liability of any kind or nature to the extent based on a claim that Contractor's product infringes any U.S. patent or copyright, including such claims arising out of the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

From Section 13. DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a thirty (30) day period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages as mutually agreed to for late delivery; 4. Suspend contractor from receiving future proposal solicitations.

From Section 17. HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, tangible property or third party claims for money damages arising from negligent or willful acts or omissions of the contractor, his employees or subcontractors or volunteers. In no event shall contractor 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. Limitation of Liability will not apply to bodily injury (including death), or tangible property damages.

From Section 21. WARRANTY: As used herein "Buyer" refers to any WSCA state agency or political subdivision. The contractor acknowledges that the Uniform

Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider. Contractor's Warranty in Attachment A, Section F will apply to the products purchased.

From Section 26. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. Return of goods will fall within the RMA process or Freight damage claims process, whichever applies.

From Section 38. AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. The scope of audits would be within the context of the contract. Such access will be during normal business hours

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR DATA COMMUNICATIONS EQUIPMENT
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
AND
Juniper Networks (US), Inc.**

This Participating Addendum ("PA") is entered into between the State of Washington, Department of Information Services ("DIS" or "State") and Juniper Networks (US), Inc. ("Contractor" or "Juniper"), under the Western States Contracting Alliance ("WSCA") Master Price Agreement Number AR-229 ("Master Agreement") for data communications equipment and associated maintenance and training. The State is a member of WSCA (a "Participating State") and, upon Juniper's acceptance and execution of this PA, will become a Participating Entity (as defined in Attachment 1 to this PA) under the Master Agreement.

The undersigned hereby represent, acknowledge, and agree as follows:

1. **Scope:** This PA is entered into for the purpose of making the data communications equipment and associated maintenance and training available under the Master Agreement available to Washington State Purchasers. Services provided hereunder shall be limited to Purchased Services (as defined in Attachment 1 to this PA). All other types of services are expressly excluded from the scope of this PA.
2. Changes to the Master Agreement specific to the State of Washington are specified in the Attachment(s) to this PA, incorporated herein by this reference. In the event of any inconsistency between this PA and the Master Agreement, the inconsistency shall be resolved by giving precedence to the terms and conditions of this PA for all Orders (as defined in Attachment 1) placed under it.
3. **Primary Contact/ Legal Notices:**
 - 3.1. Any notice or demand or other communication required or permitted to be given under this PA or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, or via facsimile, to the parties at the addresses and fax number provided in this section. For purposes of complying with any provision in this PA or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.
 - 3.2. Notices shall be effective upon receipt or five (5) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.
 - 3.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this PA is served upon Juniper Networks (US), Inc. or Participating Entity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Juniper Networks (US), Inc. and Participating Entity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.
 - 3.4. For Participating Entity:

State of Washington Department of Information Services	
Attn: Master Contract Administrator	
Mailing Address:	Street Address:
PO Box 42445	1110 Jefferson Street SE
Olympia, WA 98504	Olympia, WA 98504
Phone: (360) 902-3551	
Fax: (360) 586-1414	
E-mail: mcadmin@dis.wa.gov	

3.5. For Juniper Networks (US), Inc.:

Juniper Networks (US), Inc.	
Attn: Manager, Michaela Mezo	
Mailing Address:	
1194 North Mathilda Avenue	
Sunnyvale, CA 94089	
Phone: (801) 942-0247	
Fax:	Email: mmezo@juniper.net

4. This PA together with its Attachment 1 hereto and together with the Master Agreement and its Attachments A, B-1, B-2 and C, (administered by the State of Utah), sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Additionally, the Utah State Procurement Code and Procurement Rules referenced in Section 6b of the Cover Page (State of Utah Contract Signature Page) of the Master Agreement are expressly excluded. Terms and conditions inconsistent with, contrary to, or in addition to the terms and conditions of this PA and the Master Agreement shall not be added to or incorporated into this PA or the Master Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA shall prevail and govern over any and all such inconsistent or additional terms. All Orders (as defined in Attachment 1) issued by Purchasers (as defined in Attachment 1) within the jurisdiction of this PA shall include the terms of this PA and reference the PA Number AR-229.

IN WITNESS WHEREOF, the parties have executed this PA as of the date of execution by both parties below.

Approved
State of Washington
Department of Information Services

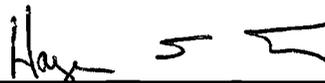


Signature
Roland Rivera

Print or Type Name
TSD Assistant Director

Title 11/20/07
Date

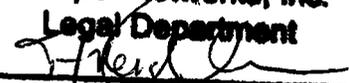
Approved
Juniper Networks (US), Inc.



Signature
Haywood Talcove

Print or Type Name
Vice President

Title November 19, 2007
Date

Juniper Networks, Inc.
Legal Department

Approved As To Form

Approved as to Form
State of Washington
Office of the Attorney General

Signature
Suzanne Shaw

Print or Type Name
Senior Counsel, AGO

Title Date

Contractor Information
Contractor's UBI Number:
Minority or Woman Owned Business Enterprise
Yes No <input checked="" type="checkbox"/> (Certification Number)

**ATTACHMENT 1
WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR**

**DATA COMMUNICATIONS PRODUCT
BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
AND**

Juniper Networks (US), Inc.

1. DEFINITIONS.

“Acceptance Date” shall mean: (i) for Contractor-installed Products or Products undergoing formal acceptance testing, the date of Purchaser’s written notification to Contractor of acceptance of the Products; (ii) for other Products, the tenth (10th) Business Day after the date of delivery.

“Confidential Information” shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, Purchaser source code, Purchaser network configuration information, or other information which is marked confidential at the time of disclosure.

“Contractor” shall mean Juniper Networks (US), Inc., its employees and agents. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this PA.

“Customer” shall mean the same as Purchaser.

“DIS” shall mean the State of Washington, Department of Information Services.

“Effective Date” shall mean the first date this PA is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this PA.

“Order Document”/“Order” shall mean any official State document and attachments thereto specifying Products and Services to be purchased or licensed from Contractor under this PA. Each Order shall specify on its face the types and quantities of Products and/or Services to be furnished by Contractor pursuant to the Order, the delivery date(s), and the installation site(s).

“Participating Addendum” or “PA” shall mean this agreement between the Contractor and the State of Washington, a Participating State, that clarifies the operation of the Master Agreement and may add other state-specific language or other requirements.

“Participating Entity” shall mean a member of WSCA who has indicated its intent to participate, as disclosed in the solicitation, or who subsequently signs a PA.

“Procuring Agency(ies)” shall mean the same as Purchaser.

“Product(s)” shall mean data communications equipment, specifically, Juniper Networks (US), Inc. switches, associated components, support, software and documentation.

“Proprietary Information” shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by United States copyright, patent, trademark, or trade secret laws.

“Purchased Services” shall mean those services and activities provided by Contractor to accomplish routine, continuing, and necessary functions as set forth in this Contract. Purchased Services shall include those services specified as Purchased Services in RCW 43.105.020.

“Purchaser” shall mean DIS or any other state agency, or political subdivision (including public schools, colleges or universities), or qualified non-profit organization of the state of Washington, who have a properly executed Interlocal Cooperative Agreement (Customer Service Agreement) with DIS.

“Purchasing Entity(ies)” shall mean the same as Purchaser.

“Service(s)” shall mean installation, training and maintenance services for eligible Products. Services provided hereunder shall be limited to Purchased Services only. All other types of services are expressly excluded from this PA.

“Subcontractor” shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this PA under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

2. ORDER OF PRECEDENCE. In the event of any inconsistency in this PA, the inconsistency shall be resolved in the following order of precedence:

- (i) Sections of this PA, including this Attachment 1;
- (ii) WSCA Master Agreement Number AR-229;
- (iii) Contractor’s Response to Request for Proposal (“RFP”) DG7500 (“Response”);
- (iv) Utah’s Request for Proposal DG7500;
- (v) The terms and conditions contained on Purchaser’s Order Documents.

3. ACCEPTANCE TESTING. Contractor agrees that Purchaser may choose to require formal acceptance testing on Products purchased under this PA. Such acceptance testing criteria shall be mutually negotiated and agreed to by both Purchaser and Contractor on an individual case basis. In that case, no payment will be authorized until the Product has met the standard of performance and has been accepted, in writing, by Purchaser.

4. TITLE. Upon receipt of payment Contractor shall convey Purchaser good title to any equipment, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

5. RECORDS ADMINISTRATION. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this PA. These records will be retained by the Contractor for at least six (6) after the PA terminates, or until all audits or litigation initiated within the six (6) years have been completed, whichever is later.

6. SURVIVORSHIP. All license and purchase transactions executed and Services provided pursuant to the authority of this PA shall be bound by all of the terms, conditions, prices and discounts set forth within this PA or the Master Agreement, notwithstanding the expiration of the initial term of this PA or the Master Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this PA and the Master Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this PA or the Master Agreement shall so survive. In addition, the terms of the sections titled Contractor’s Commitments, Warranties and Representations; Protection of Purchaser’s Confidential Information; Order of Precedence; Publicity; and Disputes shall survive the termination of this PA.

7. ADVANCE PAYMENT PROHIBITED. No advance payment shall be made for Products and/or Services furnished by Contractor pursuant to this PA. Notwithstanding the above, payments for maintenance Services may be made in advance on a quarterly or annual basis, at Purchaser’s option.

8. TAXES. Purchaser will pay sales and use taxes, if any, imposed on the Products and/or Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor’s income or gross receipts, or personal property taxes levied or assessed on Contractor’s personal property.

9. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS. Any written commitment by Contractor within the scope of this PA shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this PA. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time, and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

10. PROTECTION OF PURCHASER'S CONFIDENTIAL INFORMATION.

- 10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this PA or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this PA, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this PA, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors reasonably necessary to further the purpose of this PA. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- 10.2 Immediately upon expiration or termination of this PA, Contractor shall, at Purchaser's or DIS' option: (i) certify to Purchaser or DIS that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser or DIS requires of Contractor to protect Purchaser's Confidential Information.
- 10.3 DIS and Purchaser reserve the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this PA. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.
- 10.4 Violation of this section by Contractor or its Subcontractors may result in termination of this PA and demand for return of all Confidential Information, monetary damages, or penalties.
- 10.5 The obligations imposed by this PA shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by Contractor; or (b) is or becomes publicly available through no fault of Contractor; or (c) is obtained by Contractor from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the Purchaser; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.

11. PUBLICITY.

- 11.1 The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Services by Purchasers and shall not be so construed by Vendor in any advertising or other publicity materials.
- 11.2 Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this PA and Services furnished by Contractor wherein DIS' or Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of DIS' or Purchaser's name therewith may, in DIS' or Purchaser's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS *prior* to such use.
- 11.3 Nothing contained in this Section, however, shall be construed to apply to the following: Communications among Purchasers or communications between Purchasers and other agencies

and branches of the Washington State Government; and posting by DIS of a copy of this contract on its website(s), together with a notation identifying Vendor as a supplier for the Services.

12. INSURANCE COVERAGE.

12.1. Contractor shall, during the term of this PA, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington

12.2. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this PA, Contractor shall provide written notice of such to DIS within thirty (30) Business Days of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this PA's termination.

12.3. The minimum acceptable limits shall be as indicated below:

- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
- Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- Umbrella policy providing excess limits over the primary policies in an amount not less than \$1 million;

12.4. Contractor shall pay premiums on all insurance policies. Such insurance policies certificate(s) shall name DIS as an additional insured on all general liability, automobile liability and umbrella policies. Such insurance certificates shall also reference the Master Agreement number AR-229, and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DIS by the insurer.

12.5. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State subject to the hold harmless/ indemnification agreements under this PA and shall include a severability of interests (cross-liability) provision.

12.6. Contractor shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

12.7. Contractor shall furnish to DIS copies of certificates of all required insurance within thirty (30) calendar days of this PA's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the first business day in the month of April for each successive year that this PA or the Master Agreement is in full force and effect. Failure to provide evidence of coverage may, at DIS' sole option, result in this PA's termination.

12.8. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this PA.

13. INDUSTRIAL INSURANCE COVERAGE. Prior to performing work under this PA, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this PA. DIS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and Services under this PA.

14. WAIVER. Waiver of any breach of any term or condition of this PA shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this PA shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

15. DISPUTES.

15.1. In the event a bona fide dispute concerning a question of fact arises between Purchaser and Contractor and it cannot be resolved between the parties, or with the help of the Master Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

15.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) business days. The initiating party shall have five (5) business days to review the response. If after this review a resolution cannot be reached, both parties shall have five (5) business days to negotiate in good faith to resolve the dispute.

- a) If the dispute cannot be resolved after five (5) business days, a panel ("Dispute Resolution Panel") may be requested in writing by either party who shall also identify the first panel member. Within five (5) business days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next five (5) business days.
- b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
- c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

15.3. Both parties agree to be bound by the determination of the Dispute Resolution Panel.

15.4. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible

15.5. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this PA that are not affected by the dispute.

15.6. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

16. DIS ADMINISTRATIVE FEE. All purchases made under this PA are subject to a fee ("DIS Administration Fee"), to be collected by Contractor and remitted to DIS. The DIS Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax. The DIS Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice. Contractor shall remit the DIS Administration Fee directly to the Master Contract Administrator, along with the PA Activity Report. The check shall be payable to the Department of Information Services.

17. DIS NOTIFICATION. Within three (3) days of receipt of any inquiry from any other Washington State agency regarding possible purchase under this PA, Contractor shall provide the DIS Master Contract Administrator (see Section 3 of this PA) with notice including details of the inquiry, the name of the agency and the contact person for the agency. No notice to DIS is required for inquiries or Orders received from Washington educational entities or counties, cities or their political subdivisions.

18. DIS ACTIVITY REPORTING.

18.1. Contractor shall submit to the Master Contract Administrator a quarterly report ("Activity Report") of all Product and/or Service purchases made under this PA. Quarterly reports are to be

broken down by each month being reported. The Activity Report shall identify:

- a) The Participating Addendum (AR-229);
- b) Each Purchaser making purchases during that quarter;
- c) The total invoice price, excluding sales tax for each Purchaser;
- d) The DIS Administration Fee for each Purchaser;
- e) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
- f) The sum of all DIS Administration Fees.

18.2 The Activity Reports and the DIS Administration Fee shall be due on a quarterly basis in accordance with the following schedule:

<u>For activity in the months:</u>	<u>Report & Fee Due:</u>
January, February, March	May 15 th
April, May, June	August 15 th
July, August, September	November 15 th
October, November, December	February 15 th

18.3 This Activity Report may be corrected or modified by the Master Contract Administrator with subsequent written notice to Contractor. Quarterly Activity Reports are required even if no activity occurred. Upon request by DIS, Contractor shall provide, in the format requested, the contact information for all Purchasers during the term of the PA.

19. FAILURE TO REMIT REPORTS / FEES. Failure of Contractor to remit the Activity Report together with the DIS Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this PA with Contractor.

20. INVOICE / PAYMENT.

20.1. Contractor will submit properly itemized invoices to each Purchaser within forty-five (45) days of delivery of Products and/or Services at the address(es) indicated in the Order Document. Invoices shall provide and itemize, as applicable:

- a) The Master Price Agreement number, AR-229;
- b) Purchaser's name and address and Order Document number;
- c) Contractor name, remittance address, phone number, e-mail address, fax number and Federal Taxpayer Identification Number;
- d) Description of Products, including price, quantity ordered, model and serial numbers;
- e) Date(s) of delivery and/or date(s) of installation and set up;
- f) Price for each item, or manufacturer's list price for each item and applicable discounts;
- g) Description of Services provided, including dates;
- h) Net invoice price for each item;
- i) Applicable taxes;
- j) DIS Administration Fee (0.5% or 0.005 of the total purchase price);
- k) Other applicable charges;
- l) Total invoice price; and
- m) Payment terms including any available prompt payment discounts.

20.2. Payment is normally made within thirty (30) days following the date the Order is received or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be remitted by mail, or via electronic funds transfer. Payments may be made via a Purchasing Entity's "Purchasing Card."

20.3. Payments for maintenance Services may be made in advance on a quarterly or annual basis, at Purchaser's option. Payment of maintenance Services of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

21. TERMINATION FOR NON-APPROPRIATIONS. If funds are not allocated to a Purchaser to continue a maintenance agreement, Purchaser may terminate its maintenance agreement upon thirty (30) days' written notice to Contractor without termination charges, or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. This section shall not be construed to permit a Purchaser to terminate its maintenance agreement in order to acquire similar Services from a third party.

22. GOVERNING LAW. This PA shall be governed in all respects by the law and statutes of the State of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the State of Washington, said statute will not govern any aspect of this PA or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

23. VENDOR'S PROPRIETARY INFORMATION. Contractor acknowledges that DIS and Purchaser are subject to chapter 42.56 RCW and that this PA shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be proprietary ("Proprietary Information") must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 5

CONTRACT # AR229

Original Starting Date: 06/25/07

Expiration Date : 05/31/12

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

JUNIPER NETWORKS (US), INC.
(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: 05/31/2014
Effective Date of Amendment:
05/31/12

Potential Renewal Options Remaining:

The contract is amended to:

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Arleigh Closser	(571) 203-1936	aclosser@juniper.net
Sales Contact	Roxanne Bieniek	(978) 589-0636	rbieniek@juniper.net
Quarterly Report Contact	Roxanne Bieniek	(978) 589-0636	rbieniek@juniper.net

All other terms and conditions in the original contract remain the same.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH


Contractor's Signature Dec 21, 2011
Date


Kent Beers, Director 12-22-11
State of Utah Division of Purchasing Date

Kenneth Aliven
Contractor's Name (Print)

Vice President
Title (Print)

Juniper Networks, Inc.
Legal Department

CECILIA ROL
ARLEIGH CLOSSER
Approved As To Form

Purchasing Agent	Phone #	e-mail	Fax #
Debbie Gundersen	801-538-3150	dgundersen@utah.gov	801-538-3882