

This Juniper Networks Academic Alliance Agreement (“**Agreement**”) is made and entered by and between Juniper Networks and **State University of Telecommunications (“JNAA Member” or “JNAAM”)**, with JNAAM’s principal place of business located at **Ukraine, 03680, Kyiv, Solomenska street, 7**, collectively, the “**Parties**”. “**Juniper Networks**” or “**Juniper**” means Juniper Networks (US), Inc. if JNAA Member is located in and its performance under the Agreement will be rendered in North America, Central America or South America; or its affiliate, Juniper Networks International B.V., if JNAA Member is located in and its performance under the Agreement will be rendered in Europe, the Middle East or Africa, or in the Asia Pacific Rim. This Agreement shall be effective as of date last signed by a party below (“**Effective Date**”).

The Parties agree as follows:

1. DEFINITIONS

- 1.1 “**Approved Instructor**” means an instructor or member of the faculty employed by JNAAM who instructs or teaches students enrolled in JNAAM about Authorized Courses (defined below); and, has been identified to Juniper and approved in writing by Juniper.
- 1.2. “**Authorized Course(s)**” means Juniper course(s) titles listed in Exhibit B to this Agreement. Authorized Courses are intended for use by an Approved Instructor, using Course Materials, to instruct and teach students enrolled at JNAAM at an Authorized Site in the use and support of Juniper products.
- 1.3. “**Authorized Site**” means the specified address(es) or web based site location(s) listed in Exhibit B.
- 1.4. “**Course Materials**” means materials or other intellectual property rights developed by Juniper Networks for distribution to and use by students enrolled in an Authorized Course; and include, but are not limited to, course books, Juniper instructor guides and other reference and supporting materials and documentations used for instruction and teaching students, and Derivative Materials (defined below).
- 1.5. “**Derivative Materials**” any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright Act of 1978, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNAAM.
- 1.6. “**Program Documents**” means the Juniper Networks Academic Alliance program documents set forth at www.juniper.net/academicalliance, which include, but are not limited to, Juniper Networks Academic Alliance Introduction to the Program, and Juniper Networks Academic Alliance Getting Started Guide. At its sole discretion, Juniper may, at any time, amend or change the Program Documents.
- 1.7. “**Program Manager**” means the Juniper Networks Academic Alliance services manager responsible for oversight of the Juniper Networks Academic Alliance program, as designated by Juniper. The Program Manager may, in Juniper’s sole discretion, be changed from time-to-time.

2. INTRODUCTION AND APPOINTMENT OF JNAA MEMBER

2.1 Introduction to Juniper Networks Academic Alliance Program. The Juniper Networks’ Academic Alliance program consists of Education and Research membership status components, as further described below. JNAAM may participate in either or both of these components at its selection, provided that the Program Manager pre-approves of such selection in writing.

2.1.1 General Description of the Two Program Components:

- 2.1.1.1 Education Component: If JNAAM is approved for the Education Component membership status, JNAAM is authorized to teach Juniper certification courses in whole or in part as part of JNAAMs curricula. Twice yearly as requested by Program Manager, JNAAM shall report the number of students trained on Juniper technology.
- 2.1.1.2 Research Component: If JNAAM is approved for the Research Component membership status, JNAAM shall work with the Program Manager to create opportunities for undergraduate, post-graduate and Ph.D. research using Juniper technologies; look for opportunities to fund research and student internship projects; increase the knowledge and enthusiasm of JNAAM professors and other key faculty in regards to Juniper’s products and services; and, enable foundational and support training to students involved in research and engage those students in competitions, internships and scholarships designed by Juniper and JNAAM.

2.2 Membership Appointment and Obligations of Membership. Juniper Networks’ hereby appoints JNAAM as a member in the Juniper Networks Academic Alliance program. Either or both of the two program membership status components described above may, in Juniper Networks’ sole discretion, be assigned to JNAAM as designated in Exhibit A hereto. To maintain membership status and continued participation in the Juniper Networks Academic Alliance program, JNAAM must satisfy all terms of this Agreement and exhibits hereto. Upon ninety (90) days prior written notice to JNAAM and at Juniper Networks’ sole discretion, membership status, requirements, guidelines, restrictions, and exhibits hereto, are subject to change at any time.

3. OWNERSHIP RIGHTS AND LICENSE GRANTS

3.1 Ownership of Course Materials; Derivative Materials; and, Software.

- 3.1.1 Juniper has and shall have sole ownership of all copyrights and other intellectual property rights in Course Materials and Derivative Materials.
- 3.1.2 If applicable, JNAAM may create Derivative Materials solely for purposes of developing classroom materials for use in Authorized Courses; provided, however, JNAAM shall not make any Derivative Materials based in whole or in part on software furnished by Juniper.
- 3.1.3 JNAAM agrees to assign, and does hereby assign, to Juniper, all of its copyrights and other intellectual property rights, if any, in Derivative Materials, and shall execute such documents and perform such other acts as Juniper may reasonably request from time to time, to enable Juniper to perfect and protect its rights in Derivative Materials.
- 3.1.4 Upon completion of any Derivative Materials, JNAAM shall promptly deliver to Juniper a sample copy of such materials; provided, however, that JNAAM may do so without infringing any third party rights; otherwise, it shall not make such delivery, but shall instead promptly identify such third parties and their rights in a written notice to Juniper.
- 3.1.5 All software furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as the case may be, its third parties licensors, and shall be subject to the terms and conditions of the Juniper then-current End User License Agreement. Copy of the Juniper Networks current End User License Agreement is attached herein as Exhibit D.
- 3.1.6 **Anti Piracy.** JNAAM shall not engage in the manufacture, use, distribution, supply, marketing or promotion of any counterfeit, pirated or illegal Juniper's products, including, but not limited to, software or Course Materials, and if suspected or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation and resolution of the manner.

3.2 Mutual Trademark License Grants.

- 3.2.1 **License Grant to JNAAM.** Provided JNAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper thereby grants to JNAAM, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by Juniper ("**Juniper Marks**") solely in connection with and to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated under this Agreement. As contemplated in this Agreement, JNAAM may market availability of classes for Authorized Courses to potential students using only Juniper Marks. JNAAM will not remove or alter the Juniper or its third party licensors', as the case may be, copyright notices, trademarks or packaging found on any materials furnished to JNAAM under this Agreement.

JNAAM will use the Juniper Marks in accordance with Juniper's trademark guidelines or style guide and if requested by Juniper, furnish to Juniper all promotional, advertising or other materials that refer to or display any Juniper Marks for Juniper's review and approval. Use of the Juniper Marks does not create in JNAAM's favor any right, title or interest in Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Materials as contemplated in this Agreement. JNAAM agrees to cooperate with Juniper if Juniper seeks to proceed with any infringement action regarding such rights.

- 3.2.2 **License Grant to Juniper.** Provided Juniper obtains specific prior written approval and authorization from the Approved Instructor designated to act as the primary point of contact with Program Manager, at such time, JNAAM thereby grants to Juniper, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNAAM ("**JNAAM Marks**") solely in connection with and to the extent reasonably necessary for the promotion of the Juniper Networks Academic Alliance program to potential members. Juniper will not remove or alter the JNAAM or its third party licensors', as the case may be, copyright notices, trademarks or packaging found on any materials furnished to Juniper under this Agreement.

Juniper will use the JNAAM Marks in accordance with JNAAM's trademark guidelines or style guide and if requested by JNAAM, furnish to JNAAM all promotional, advertising or other materials that refer to or display any JNAAM Marks for JNAAM's review and approval. Use of the JNAAM Marks does not create in Juniper favor any right, title or interest in JNAAM Marks or in continuing rights to promote and market the Juniper Networks Academic Alliance program as contemplated in this Agreement. Juniper agrees to cooperate with JNAAM if JNAAM seeks to proceed with any infringement action regarding such rights.

4. FEES, PAYMENT TERMS AND TAXES

- 4.1 Unless otherwise set-forth in Exhibit A hereto (in which case, the following Subsections 4.2 – 4.4 shall apply to all such payments due hereunder), appointment of JNAAM as a member in the Juniper Networks Academic Alliance program is on a no-fee basis and no payments to Juniper are due under this Agreement.
- 4.2 All payments to Juniper for amounts due from JNAAM under this Agreement shall be due in full thirty (30) days from date of invoice. Past due balances shall be subject to an interest charge of either 1.5% per month or the highest rate allowed by law, whichever is less.
- 4.3 All prices and fees payable under this Agreement are exclusive of tax. JNAAM shall be responsible for paying taxes arising from the payment of fees under this Agreement. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper prior to invoicing, and JNAAM shall promptly notify Juniper if their exemption is revoked or modified. All payments made by JNAAM shall be net of any applicable withholding tax. JNAAM will provide reasonable assistance to Juniper in connection with such withholding taxes by promptly: (i) providing Juniper with valid tax receipts and other required documentation showing JNAAM's payment of any withholding taxes; (ii) completing appropriate applications that would reduce the amount of withholding tax to be paid; and (iii) notifying and assisting Juniper in any audit or tax proceeding related to

transactions hereunder. JNAAM shall comply with all applicable tax laws and regulations, and JNAAM will indemnify, defend and otherwise promptly pay or reimburse Juniper from and for all costs and damages related to any liability incurred by Juniper as a result of JNAAM's non-compliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. The parties' obligations under this Section 4.3 shall survive termination or expiration of this Agreement.

4.4 JNAAM's failure to comply with payment terms of this Section 4, and failure to cure such deficiency within ten (10) days after receipt of written notice from Juniper, will constitute a material breach of this Agreement and will be grounds for immediate termination for cause of the Agreement.

5. AUDIT

5.1 **Audit Rights.** During the term of this Agreement and for a period of six (6) months after the termination or expiration hereof (unless required at a later date due to a tax inquiry), Juniper will have the right, at its expense and upon no less than three (3) business days prior written notice, to audit JNAAM's records to determine compliance with the terms of this Agreement. Such audit may be conducted by Juniper or by its authorized representative(s) and shall not interfere unreasonably with JNAAM's business activities. Audits may be conducted on site or remotely, and will be conducted no more than once per calendar year, unless a previous audit disclosed JNAAM's non-compliance with this Agreement. Any deficiency detected with JNAAM's performance hereunder, will be submitted in writing by to JNAAM, accompanied by a corrective action plan for resolving such deficiencies. JNAAM 's failure to cure outstanding issues within ten (10) days after receipt of the written notification will constitute a material breach of this Agreement and will be grounds for immediate termination for cause of the Agreement.

6. CONFIDENTIAL INFORMATION

6.1 **Definition. "Confidential Information"** means: (a) any non-public technical or business information of a party, including without limitation any information relating to a party's techniques, algorithms, know-how, current and future products and services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; and (b) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure, or that is disclosed orally and is identified as "Confidential" at the time of disclosure and then summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure. The terms of this Agreement, including its exhibits, shall be Juniper Confidential Information regardless of whether marked as such.

6.2 **Exclusions.** "Confidential Information" will not include any information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) the receiving party can demonstrate by written evidence was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure.

6.3 **Disclosures Required by Law.** The Receiving Party may disclose Confidential Information to the extent required by law or legal process, provided that: (a) the Receiving Party gives the Disclosing Party prompt notice so that the Disclosing Party may seek a protective order; (b) the Receiving Party reasonably cooperates with the Disclosing Party in seeking such protective order; and, (c) all Confidential Information shall remain subject to the terms of this Agreement in the event of such disclosure. If the Disclosing Party cannot obtain a protective order, the Receiving Party may disclose only that portion of the Confidential Information that is legally required to be disclosed.

6.4 **Obligations.** Each party will at all times, both during the term of this Agreement and for a period of three (3) years after its termination, maintain in confidence all Confidential Information of the other party and will not use such Confidential Information except as expressly permitted herein. Each party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its confidential information of similar importance. Each party will limit the disclosure of such Confidential Information to those of its employees, agents and contractors with a bona fide need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement; provided that all such employees, agents and contractors are subject to binding use and disclosure restrictions at least as protective as those set forth herein.

6.5 **Injunctive Relief.** Each party agrees that any violation of this Section 6 will cause irreparable injury to the other party, entitling the other party to seek injunctive relief, specific performance, as well as such further relief as may be granted by an appropriate court.

7. DISCLAIMER OF WARRANTIES

7.1 **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, JUNIPER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, DOCUMENTATION OR OTHER MATERIALS PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT, OR ANY SERVICES OR AUTHORIZATIONS HEREUNDER.**

7.2 **JNAAM ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT AND OF PERFORMING UNDER THIS AGREEMENT. JNAAM ACKNOWLEDGES THAT IT HAS IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF JUNIPER OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING THE POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.**

8. INDEMNITY OBLIGATIONS

8.1 JNAAM Indemnity.

8.1.1 JNAAM shall defend and indemnify Juniper and its officers, employees and agents against any third party claim asserted against Juniper in any judicial or administrative proceeding arising out of or relating to the conduct or performance under this Agreement of any Authorized Instructor, provided that Juniper (1) gives JNAAM prompt written notice of any claim, (2) grants JNAAM control of the defense and settlement of such claim, and (3) assists fully in the defense so long as JNAAM pays the out-of-pocket expenses. JNAAM will not have any liability for any settlement or compromise made without its prior written consent.

8.1.2 JNAAM will not have any liability or obligation with respect to any third party intellectual property infringement claim against Juniper based on authorized use by JNAAM of unmodified Course Materials furnished to JNAAM by Juniper or its fulfillment center; unless, based on use of such Course Materials in combination with any other software, equipment, materials or information not furnished by Juniper.

8.2 Juniper Indemnity.

8.2.1 Juniper shall defend and indemnify JNAAM and its officers, employees and agents from any third party claim asserted against JNAAM in any judicial or administrative proceeding that Course Materials prepared and supplied by Juniper hereunder infringe any copyright or misappropriate any trade secret, provided that JNAAM (1) gives Juniper prompt written notice of any claim, (2) grants Juniper control of the defense and settlement of such claim, and (3) assists fully in the defense so long as Juniper pays the out-of-pocket expenses. Juniper will not have any liability for any settlement or compromise made without its prior written consent. Juniper may, at its option and expense, (1) procure for JNAAM the right to continue using the allegedly infringing Course Materials, (2) replace or modify the allegedly infringing Course Materials, or (3) accept return of all affected Course Materials furnished by it and refund an amount equal to that amount paid by JNAAM to Juniper for the affected Course Materials so returned.

8.2.2 Juniper will not have any liability or obligation with respect to any infringement claim based upon (1) modifications of any Course Materials, or use of any such modified materials, (2) use of any software (subject to the terms and conditions of the Juniper then-current End User License Agreement), equipment, materials or information not furnished by Juniper; (3) use of Course Materials in combination with any other materials, equipment or information not supplied by Juniper; or, (4) JNAAM continuing the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

8.2.3 SECTION 8.2.1 ABOVE STATES THE ENTIRE LIABILITY OF JUNIPER WITH RESPECT TO ANY COURSE MATERIALS AND IS THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

8.2.4 JUNIPER WILL NOT HAVE ANY LIABILITY OR OBLIGATION UNDER THIS AGREEMENT TO DEFEND OR INDEMNIFY JNAAM IN CONNECTION WITH ANY TRAINING EQUIPMENT PURCHASED, RENTED FROM, OR PROVIDED BY JUNIPER OR ITS REPRESENTATIVES, DISTRIBUTORS, RESELLERS OR AFFILIATES.

8.3 Inaccurate Course Materials. In every instance involving inaccuracies or mistakes in Course Materials obtained by JNAAM under this Agreement, Juniper sole responsibility and JNAAM's sole remedy shall be the prompt correction or replacement of such Course Materials by Juniper. For any other claim concerning performance or non-performance by Juniper related to the Agreement, JNAAM may bring a claim for direct damages to the limits set forth in this Section 8.2.

9. LIMITATION OF LIABILITY

9.1 JUNIPER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM USE OR MALFUNCTION OF ANY COURSE MATERIALS, TRAINING EQUIPMENT, OR DOCUMENTATION, WHETHER IN THE FORM OF LOSS OF PROFITS OR REVENUES OR COSTS OF REPLACEMENT GOODS, EVEN IF JUNIPER IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT OR AS REQUIRED BY LAW, IN NO EVENT WILL JUNIPER LIABILITY IN CONNECTION WITH THE AUTHORIZED COURSES, COURSE MATERIALS OR ANY OTHER MATERIALS OR EQUIPMENT FURNISHED BY JUNIPER, REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNTS ACTUALLY PAID TO JUNIPER UNDER THIS AGREEMENT FOR THE AUTHORIZED COURSES OR COURSE MATERIALS GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

9.3 NO ACTION MAY BE BROUGHT OR ARBITRATION DEMANDED AT ANY TIME MORE THAN TWELVE (12) MONTHS AFTER THE FACTS OCCURRED GIVING RISE TO THE CAUSE OF THE ACTION.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall commence on the Effective Date and will have an initial term until the June 30th immediately following the Effective Date ("**Initial Term**"). After the Initial Term, on July 1st of each subsequent year, this Agreement shall automatically renew for successive one-year terms ("**Renewal Term**") (collectively, the "**Term**"); unless, however, before this Agreement automatically renews, either party gives no less than ninety (90) days written notice to the other party, that the Agreement will terminate at end of the then current-term.

10.2 Termination

10.2.1 Either party may terminate this Agreement for cause if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days following receipt of written notice of termination from the non-breaching party; whereupon, such termination shall be effective immediately at end of the ten (10) day cure period.

10.2.2 Either party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advance written notice.

10.3 Effect of Termination.

10.3.1 Upon termination of this Agreement:

10.3.1.1 JNAAM shall promptly pay all fees and any other amounts due hereunder to Juniper or its authorized fulfillment center.

10.3.1.2 Any software licenses granted in accordance with Juniper's then-current End User License Agreement will automatically terminate upon the termination of this Agreement.

10.3.1.3 Each party shall promptly return to the other party, or destroy upon the disclosing party's written approval, all Confidential Information of the disclosing party in its possession or control, and shall provide the disclosing party with a written certification signed by one of its officers certifying to the return or destruction, of such Confidential Information.

10.3.1.4 JNAAM shall promptly discontinue use of the Juniper Marks and return to Juniper all such Juniper Marks, and Juniper shall promptly discontinue use of the JNAAM Marks and return to JNAAM all such JNAAM Marks. Each party shall provide the other party with a written certification signed by one of its officers certifying to the return or destruction, of the other party's marks identified herein.

10.3.1.5 As instructed and requested by Program Manager, within thirty (30) days after termination of this Agreement, JNAAM shall return or destroy all materials, documents, plaque(s), etc., related to the Juniper Networks Academic Alliance program. If Program Manager authorizes destruction of such materials, JNAAM shall provide Juniper with a written certification signed by one of its duly authorized officers or high-ranking executive, management or representative employee certifying to the return or destruction of all such materials.

10.4 No Damages for Termination. Neither party will be liable to the other party for any claims or damages of any kind arising out of the termination of this Agreement in accordance with this Section, including any incidental or consequential damages, including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales or goodwill. However, termination will not extinguish any liability of either party arising before termination of this Agreement, including without limitation for payments due.

11. MISCELLANEOUS

11.1 Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles and the U.N. Convention on Contracts for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts of the Northern District of California and the Parties hereby submit to the personal jurisdiction and venue therein.

11.2 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Neither party will be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by a duly authorized representative of the party against which such waiver is asserted.

11.3 Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

11.4 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

11.5 Relationship of Parties. The Parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

11.6 Assignment. JNAAM may not assign, novate, sub-contract and/or delegate its rights and obligations under this Agreement without the prior written consent of Juniper, which shall not be unreasonably denied or withheld. JNAAM may not offset or withhold any amounts due and payable hereunder or any other existing or future contracts with JNAAM against any claim, liability or judgment it may have against Juniper without Juniper's express written consent. Juniper may assign, sub-contract or delegate any or all of its rights and/or its obligations under this Agreement to any Juniper affiliate without the consent of JNAAM upon written notice to JNAAM, which shall include the contact information and address of the Juniper affiliate for purposes of giving notices under this Agreement pursuant to Section 11.9 below, titled "Notices".

11.7 Statement of Product Direction. Juniper may disclose information related to their development and plans for future products, features or enhancements ("SOPD"). SOPD information is subject to change at any time, without notice. Except as may be set forth in definitive agreements for the potential transaction, Juniper provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Except as may be set forth in definitive agreements for the potential transaction, JNAAM acknowledges that: a) purchasing decisions are not being made based upon reliance of timeframes or specifics outlined in the SOPD, and b) purchasing decisions would not be affected if Juniper delays or never introduces the future products, features or enhancements.

11.8 Compliance with Law. JNAAM acknowledges that any Juniper products, including software, documentation and other technical data, may be subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder. JNAAM will not export or re-export (directly or indirectly) any Juniper products, software, documentation or other technical data obtained in connection with this Agreement without complying with

the Act and the regulations thereunder. JNAAM must comply fully with all statutes, laws, regulations, ordinances, executive orders and the like of any country, state, municipality, or the like applicable to this Agreement and its performance hereunder, including, but not limited to, privacy and data protection laws, export and any environmental laws. JNAAM must have and maintain written policies against corruption, and provide appropriate training to its employees, contractors, and consultants regarding the U.S. Foreign Corrupt Practices Act and similar laws in jurisdictions where JNAAM conducts business activities. JNAAM (including its employees, agents, or consultants) will not make, authorize, offer or promise to make or give any money or anything of value to any official of a public international organization, government official, political party, political official, candidate for political office ("**Foreign Official**"), or to any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Foreign Official or in violation of any law. JNAAM will indemnify, defend and hold harmless Juniper and its directors, officers, agents and employees from and against: (i) any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to any non-compliance by JNAAM with this section ("**Noncompliance Claims**"); and, (ii) any and all liens, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to any Noncompliance Claims.

11.9 Notices. All notices ("Notices") shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such Notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. All Notices shall be sent to the respective address, as set forth below, or to such other address as may be specified by either party to the other in writing in accordance with this Section.

If to Juniper:

Juniper Networks, Inc.
 Attn: General Counsel
 1133 Innovation Way
 Sunnyvale, CA 94089-1228
 Telephone: 408.745.2000
 Facsimile: 408.745.2100

If to JNAAM:

JNAAM Name: | **State University of Telecommunications** |

JNAAM Address: | **Ukraine, 03680, Kyiv,**
Solomenska street, 7

Attention: _____

Telephone: (incl country code)
+38 044 248 85 69

Facsimile: **+38 044 248 85 69**

Email: **info@dut.edu.ua**

11.10 Entire Agreement and Amendment. This Agreement, including all exhibits hereto constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, discussions, negotiations, and agreements, whether written or oral, relating to its subject matter. This Agreement may be amended or modified only by a writing that is signed by duly authorized representatives of both parties.

11.11 Counterparts and Language; Order or Precedence. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature transmitted electronically or by facsimile shall be effective and considered an original. This Agreement and associated documentation has been written in the English language and may have been translated into non-English versions which were also executed by the Parties. All agreements executed by the Parties shall be valid and enforceable; however, the Parties agree that in event of inconsistent or conflict with terms contained in English version, that the English version will govern and take precedence over any non-English translated version of this Agreement and associated documentation, and that the English version will prevail and govern the outcome of any such dispute; unless, otherwise expressly stated in the English version of the applicable country specific Juniper Networks Academic Alliance Agreement.

The Parties are signing this Agreement by their duly authorized officers or representatives.




Juniper Networks _____ [Insert either: (US), Inc. or International B.V.]  (Authorized Representative – Signature)	
Pradeep Sindhu (Authorized Representative – Printed)	State University of Telecommunications (JNAAM Member Name)
Vice Chairman 10 May 2015 (Title) (Date)	 (Authorized Representative – Signature)
	Volodymyr Tolubko (Authorized Representative – Printed)
	Rector 10 May 2015 (Title) (Date)

EXHIBIT A
JUNIPER NETWORKS ACADEMIC ALLIANCE PROGRAM MEMBERSHIP STATUS AND FEES

1. JNAAM Membership Status

___ Education Component

___ Research Component

2. Juniper Networks Academic Alliance Program Entry Fee(s) and Annual Renewal Fee(s):

• Initial Entry Fee(s): _____.

• Annual Renewal Fee(s): _____.

* End of Exhibit *

EXHIBIT B
AUTHORIZED COURSES AND SITES

1. Authorized Course(s)

- Introduction to Junos Operating System (IJOS)
- Routing Essentials (JRE)
- Junos Intermediate Routing (JIR)
- Junos for Security Platforms (JSEC)
- Juniper Enterprise Switching (JEX)
- Juniper Unified Threat Management (JUTM)
- Additional web-based eLearning or Distance Learning courses
 - Networking Fundamentals
 - Junos as a Second Language
 - Junos as a Switching Language
 - Junos as a Security Language
- Juniper will work with JNAAM to identify and agree on additional curriculum resources to support JNAAM's curriculum.

2. Authorized Site(s):

- Specified Address(es):]

If no address is specified herein, Authorized Site is deemed to be JNAAM principal place of business as set forth in the Agreement.

- Web-based Site(s):

Web-based (eLearning or Distance Learning): JNAA Member may deliver Web-based (eLearning or Distance Learning) instruction to students enrolled for Authorized Courses in their standard curriculum.

* End of Exhibit *

EXHIBIT C
JUNIPER NETWORKS ACADEMIC ALLIANCE PROGRAM MEMBERSHIP OBLIGATIONS, REQUIREMENTS AND RESTRICTIONS

1. **Educational Institution and Approved Facilities and Equipment.** Throughout the Term of this Agreement, JNAAM must maintain its standing and qualification as a recognized educational institution, such as Academic Research Institution, University, College and Junior College, vocational or technical school, high school or academic foundation; including, military training command and professional organization that regularly provide on-going continuing education and training to technology professionals.
2. JNAAM shall at all times meet and maintain the minimum requirements for its facilities and equipment (including audiovisual equipment) as set-forth in the Program Documents. All equipment will be maintained in good working order.
3. To ensure good condition of classrooms and quality of Approved Instructor's teaching methods. Juniper may audit, at any time, Approved Instructor while teaching classroom of students under this Agreement.
4. JNAAM may purchase lab equipment as set forth in the Juniper Networks Academic Alliance guidelines, located on the Juniper Networks Academic Alliance website at www.juniper.net/academicalliance or in the Program Documents; and if available, will be eligible for the then-current Juniper Networks Academic Alliance minimum discount. Also, if available in JNAAM's region, JNAAM may receive a higher minimum discount on lab equipment, as may be established in the discretion of Juniper. Should JNAAM purchase Juniper lab equipment, JNAAM may only use such equipment for the purpose of providing instruction to and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNAAM's failure to comply with this Section 2.3 shall be deemed a material breach of this Agreement and the end-user license agreement that accompanies such product, and shall be grounds for immediate termination for cause of this Agreement and accompanying software license.
5. **Approved Instructors.** JNAAM must maintain at least one (1) Approved Instructor on its staff at all times during the term of this Agreement to teach Authorized Courses. JNAAM shall designate one Approved Instructor to act as the primary point of contact between JNAAM and Juniper. Approved Instructors assigned to instruct or teach Authorized Courses leading to student certification should be certified to at least the same level of certification for the class the Approved Instructor is teaching. Additional information relative to certification levels may be found in Program Documents.
6. **Duties of Approved Instructor and Certification Training.** JNAAM shall ensure that instructors and faculty members assigned to instruct and teach under this Agreement, satisfy all requirements and guidelines to become Approved Instructors.. Approved Instructor requirements and certification guidelines are set-forth in the then-current version of the Juniper Networks Academic Alliance Getting Started manual and on the website at www.juniper.net/academicalliance.
7. JNAAM instructor and faculty designated to instruct and teach under this Agreement may, at no cost for tuition, obtain a training program by going to www.juniper.net/academicalliance, and download recording of training course instances. In Juniper's sole discretion, training may be offered in other forms. If JNAAM instructor or faculty member attends a certification training class in-person at a Juniper facility, Juniper shall not be responsible for any travel or other related costs or expenses incurred for such attendance. Juniper may, at its sole discretion, provide one voucher redeemable for each instructor and faculty member to take the required certification test. JNAAM may request Juniper to deliver a Train the Trainer course specifically for JNAAM instructors and faculty members, which request shall be subject to course availability and at additional cost to JNAAM.
8. Any costs or expenses for courses taken by JNAAM instructors and faculty members at a Juniper Networks Authorized Education Partners (JNAEP) facility are at JNAAM's cost, and payable directly to JNAEP.
9. To keep current of the latest Juniper Networks Academic Alliance Program news, information and updates, JNAAM shall ensure that Approved Instructors regularly visit the Juniper Networks Education website locations at: <http://www.juniper.net/training> and <http://www.juniper.net/academicalliance>, or other web sites Juniper Networks may designate from time-to-time.
10. JNAAM shall ensure that Approved Instructors use only current versions of Course Materials; teach Authorized Courses in a professional and competent manner; and not engage in deceptive, misleading or unethical practices that may reflect negatively on or be detrimental to Juniper's products, services or reputation.
11. **Use of Course Materials in combination with non-Course Materials.** Approved Instructors may use non-Course Materials, such as JNAAM or third party developed course materials, with Course Materials in the classroom for instruction and teaching of students; provided, use of such materials do not infringe on third parties rights and in the sole judgment of Program Manager, do not replace, conflict with, or distract from Course Materials or the underlying purpose and objective of this Agreement to instruct and teach Authorized Courses to students. Authorized Course names and numbers must be referenced accurately by JNAAM, and all non-Course Materials used for instruction and teaching must be clearly identified as such and differentiated from Courses Materials. JNAAM shall follow written instructions of Program Manager respecting its use of non-Course Materials in the classroom.
12. **Prohibited Use of Courses Materials.** JNAAM shall not offer to instruct or teach, distribute, or sell any training course for Juniper's products and/or services (including, without limitation, any instructor-led or self-study course) that, in the sole judgment of Juniper, competes with the underlying purpose and intention of this Agreement, which is to authorize JNAAM to instruct and teach students Authorized Courses. JNAAM shall follow written instructions of Program Manager respecting its instruction or teaching, distribution, or selling any training course materials relative to Juniper's products and/or services that, in the sole judgment of Program Manager, is not in the best interests of the underlying purpose and intent of this Agreement.
13. **Course Materials.** JNAAM shall encourage students to obtain current Course Materials from Juniper's designated bookstore vendor. Course Materials may be ordered from OnFulfillment via its website at <https://www.onfulfillment.com/junipertraining>. From time-to-time, additional materials may be added to list of Authorized Courses, such as text books, white papers, or other relevant materials. JNAAM shall not reproduce or copy Course Materials in any media or format, unless prior written authorization is obtained from Juniper.
14. **Review and approval of JNAAM Course Curricula.** Upon request from Juniper, JNAAM shall provide a course outline detailing the use of Course Materials over the school's semester or term, which will be a minimum of nine (9) weeks in length, unless a shorter term in

JNAAM's region is generally practiced. If Program Manager determines that the course outline does not fulfill the Juniper Networks Academic Alliance problem objectives, the Parties shall work in good faith to promptly revise the course outline to Juniper Network's satisfaction.

15. **Annual Minimum Student Seats per Authorized Site.** Unless otherwise specified in writing by Program Manager, the annual minimum number of student seats per Authorized Site shall be forty (40). Within thirty (30) days of the Effective Date of this Agreement and for each Renewal Term of this Agreement, JNAAM shall provide Program Manager with a written estimate of the number of new students that will be enrolling for the upcoming year. JNAAM's failure to satisfy its obligation to attain and maintain the annual minimum number of student seats per Authorized Site, and failure to cure such deficiency within ten (10) days after receipt of written notice from Juniper, will constitute a material breach of this Agreement and will be grounds for immediate termination for cause of the Agreement.
16. **Student Satisfaction.** JNAAM shall endeavor to ensure high-level of student satisfaction with its course delivery and curricula by offering high quality instructional and educational classes that include regular and significant exposure to Juniper's technologies.
17. For students who satisfactorily complete an Authorized Course, JNAAM shall provide such student with the URL to the Juniper online end of course survey or paper based survey, and encourage, using best efforts, that 100% of such students complete and submit the survey. Program Manager will provide JNAAM with the URL link.
18. **Reporting and Student Certificates of Completion.** At the close of each class term or every six (6) months, whichever occurs first, JNAAM shall complete and submit an activities report to Program Manager, detailing the number of students that successfully completed each Authorized Course and number of classes taught for each Authorized Course during the class term, including information and details pertinent to other training courses and activities taught during the class term that is relevant to Juniper technologies. The activities report can be accessed on the following web site: <http://joinjnaa.zohosites.com/siteapps/protected/completing-our-yearly-jnaa-status-report.html>
19. JNAAM shall send an activities report referenced above in Section 2.17 to Program Manager every six (6) months, summarizing activities such as progress in degree programs, internship projects, research progress and competitions, etc.
20. JNAAM shall contact Program Manager a minimum of once every one-hundred eighty (180) days with an update on JNAAM's activities under this Agreement.

* End of Exhibit *

EXHIBIT D
JUNIPER NETWORKS END USER LICENSE AGREEMENT
(May 2016 Release)

READ THIS AGREEMENT BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. JUNIPER NETWORKS IS WILLING TO LICENSE THE SOFTWARE TO YOU OR THE ENTITY YOU REPRESENT (COLLECTIVELY “YOU”) AND MAKE AVAILABLE ASSOCIATED MAINTENANCE SERVICES ONLY IF YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT.

YOU SHALL HAVE NO RIGHT TO INSTALL OR USE THE SOFTWARE OR TO RECEIVE ANY MAINTENANCE SERVICES THAT YOU MAY HAVE ORDERED UNLESS YOU HAVE RECEIVED A COPY OF THE SOFTWARE FROM JUNIPER NETWORKS OR A JUNIPER NETWORKS-AUTHORIZED RESELLER (COLLECTIVELY, AN “APPROVED SOURCE”), AND (II) YOU ACCEPT ALL TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL TERMS OF THE AGREEMENT, OR IF YOU HAVE ORDERED THE SOFTWARE FROM SOMEONE WHO IS NOT AN APPROVED SOURCE, THEN (A) DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE (and, if the software was delivered to You embedded in a Juniper hardware product, DO NOT INSTALL OR USE THAT HARDWARE PRODUCT) OR REQUEST ANY MAINTENANCE SERVICES, AND (B) WITHIN 30 DAYS AFTER PLACING YOUR ORDER FOR THE SOFTWARE (AND, IF APPLICABLE, THE HARDWARE PRODUCT IN WHICH IT WAS DELIVERED EMBEDDED), EITHER (I) RETURN THE HARDWARE PRODUCT, IF APPLICABLE, RETURN OR DESTROY ALL COPIES OF THE SOFTWARE AND REQUEST FULL REFUND OF THE SOFTWARE LICENSE FEE (AND, IF APPLICABLE, ASSOCIATED SOFTWARE MAINTENANCE SERVICE FEE AND THE PURCHASE PRICE OF THE HARDWARE PRODUCT) FROM THE PARTY THAT FURNISHED YOU THE SOFTWARE. By installing or using any software, using the hardware product in

This Juniper End User License Agreement (“**Agreement**”) governs Your rights and duties with respect to the Software. Capitalized terms used in this Agreement are defined in Section 28 (Definitions).

1. License Grant.

- a. When You purchase or rightfully receive a license to a Software product, Juniper grants You a worldwide, non-exclusive, non-transferrable right to install and use that Software for the term stated in Your Proof of Entitlement.
- b. As long as Your use of the Software does not exceed the quantity of License Metric units that You purchased, You may copy, install and use the Software on any device that supports it (and you may move the Software from one device to another), EXCEPT (i) for operating system software (and any separately licensable Software products that may be included along with the operating system software in the object code image you receive from Juniper) and its Updates, all of which may only be installed and used on a replacement Juniper Platform (obtained from Juniper or an Approved Source) in the event of a hardware failure (with prompt notice to Juniper); (ii) for Software and its Updates accessed by You through a Commercial Cloud Service provider acting as an Authorized Reseller or other Juniper-authorized Commercial Cloud Service provider in which case You shall be entitled to access and use only such Software instance(s) as may be provisioned for You in the Commercial Cloud Service environment and your right to access and use shall be solely through the Commercial Cloud Service; or (iii) as otherwise agreed to in a written amendment to this Agreement. .

2. Trust Based Licensing Model. Most Software offered by Juniper employs no programmatic license enforcement. It is Your responsibility to both monitor Your usage level, and purchase sufficient License Metric units to meet Your Software usage.

3. License Name. Each Software product is identified by unique name. This name, when combined with a Version number corresponds to a specific base set of product features and functionality identified to that Version of the Software in Juniper’s Feature Documentation <http://pathfinder.juniper.net/feature-explorer/>.

4. Term of License.

- a. Subscriptions. If Your license is a Subscription, then the term of the Subscription shall be 12 months unless Your Proof of Entitlement states otherwise. You may, however, renew or reinstate Your Subscription subject to the terms of the Applicable SDD. Subscription renewals are subject to terms of Juniper’s then-current EOL and EOS policies and procedures (see <http://juniper.net/support/eol/>) (“EOL/EOS Policies”),
- b. Special Purpose Licenses. If Your license is a Special Purpose License (see Section 6, below), then its term shall be that stated in Your Proof of Entitlement. If You have no Proof of Entitlement or if Your Proof of Entitlement fails to state a license term, then the term of Your license shall be 90 days from date that You first received the Software, whether via download or otherwise.
- c. Perpetual Licenses. If You have a valid Proof of Entitlement that states that Your license is “Perpetual,” then, except as stated below, Your license is perpetual, subject only to termination for nonpayment of license fees or other breach of this Agreement. An

otherwise Perpetual License to operating system software (as well as any separately licensable Software products that may be included along with the operating system software in the object code image you receive from Juniper) and its Updates nonetheless terminates if and when You sell or otherwise transfer the Juniper Platform on which You use it, or when Your lease to that Juniper Platform terminates.

5. License Metrics. License Metrics include the following:

- a. **Core** – the number of Cores available for any instance of Software to operate on, where “Core” means an individual processing unit that is embedded in a computer processor. A processor may contain multiple Cores. If one or more instances of Software is installed for use on a virtual machine, then the number of Cores assigned to the virtual machine will be counted as available for such instance(s) of Software.
- b. **CPU Socket** – the number of CPU Sockets available for any instance of Software to operate on, where “CPU Socket” means a mechanical component that provides electrical connectivity between a microprocessor and a printed circuit board. If one or more instances of Software is installed for use on a virtual machine, then the number of CPU Sockets assigned to the virtual machine will be counted as available for such instance(s) of Software.
- c. **Events per Second** - the maximum rate of Events per second that the Software, as deployed, is capable of detecting, logging, recording, monitoring, analyzing or otherwise acting upon or processing. For purposes of this metric, “Event” means a condition or state in the network, including a condition or state in a data path in the network, in an element of the network or in a device connected to the network. If multiple instances of the Software are used, then total Events per Second is the sum of the maximum rates across all such instances.
- d. **Flows per Second** - the maximum rate of sequences of packets per second from a source device to a destination that the Software, as deployed, is capable of detecting, logging, recording, monitoring, analyzing or otherwise acting upon or processing. If multiple instances of the Software are used, then total Flows per Second is the sum of the maximum rates across all such instances.
- e. **Managed Users** – the number of individuals to which You and Your direct customers grant access for one or more services furnished, managed, or provisioned by any instance of the Software. A Managed User who accesses such services through multiple devices is nonetheless counted as a single Managed User.
- f. **Network Element** – the number of physical or virtual devices that are recognizable by any instance of the Software as devices that it may administer, monitor, manage, provision, or otherwise act upon.
- g. **100Mbps** – the maximum rate of total bits of throughput (inbound or outbound) per second (measured in 100Mbps per second units) that the Software, as deployed, is capable of detecting, monitoring, or otherwise acting upon or processing. If multiple instances of the Software are used, then total 100Mbps is the sum of the maximum rates across all such instances.
- h. **Gbps** - the maximum rate of total bits of throughput (inbound or outbound) per second (measured in Gbps per second units) that the Software, as deployed, is capable of detecting, monitoring, or otherwise acting upon or processing. If multiple instances of the Software are used, then total Gbps is the sum of the maximum rates across all such instances.
- i. **Other Forms of License.** Other License Metrics may be defined for specific Software products in a “Software-Specific Entitlement Addendum” (“SSEA”).

6. Special Purpose Licenses. Special Purpose Licenses may not be used for any production or commercial application. License Metric limitations do not apply to Special Purpose Licenses.

- a. **Demonstration Use-based License.** If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as “Demonstration Use” or with words of like meaning, AND if You are a Juniper-authorized distributor or reseller, then for the license term You may use the Software but only to demonstrate features and performance of the Software to prospective buyers and only while You remain a Juniper-authorized distributor or reseller.
- b. **Research and Development Use-based License.** If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as “Research and Development Use” or “Lab Use” or with words of like meaning, then for the license term You may install and use the Software but only for internal research and development.
- c. **Evaluation Use-based License.** If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as “Evaluation Use” or with words of like meaning, or if You have no Proof of Entitlement, then for the license term (Section 4, above) You may install and use the Software but only for internal evaluation of the Software.
- d. **Education Use-based License.** If Your Proof of Entitlement for certain Software (or a separate written agreement with Juniper) identifies Your license as “Educational Use, “Training Use” or with words of like meaning, then for the license term You may install and use the Software solely as a training tool in a Juniper-authorized class that You conduct in the use of that Software. You may so use the Software only while You are operating under a valid and active Global Academic Alliance agreement or Authorized Education Partner agreement with Juniper. You may not, however, allow anyone to access the software other than the instructor and the students duly enrolled in the class, and You may not allow students to copy or download or remove any copy of Software or to use the Software other than for conduct of coursework.

7. Maintenance Services; Updates.

- a. **General.** Subject to its EOL/EOS Policies, Juniper makes available the maintenance services (the “**Maintenance Services**”) described in the “**Applicable SDD**”, which means (i) for Software other than operating system software, the Juniper Care Software Advantage Service Description Document at <https://www.juniper.net/support/guidelines.html>, or (ii) for operating system software, the Juniper Care Service Description Document at <https://www.juniper.net/support/guidelines.html>. All Maintenance Services are subject to the terms and conditions of this EULA and the Applicable SDD.
- b. **Subscriptions.** If Your Software is licensed under a Subscription, then during the term of the Subscription, Juniper shall provide Maintenance Services for that Software at no additional charge.

- c. Special Purpose Licenses. Juniper has no obligation to furnish Maintenance Services of any kind for Software licensed under Special Purpose License.
 - d. Maintenance Contracts for Licenses other than Subscriptions.
 - i) If your license is not a Subscription or a Special Purpose License, then Maintenance Services are available only if you purchase them at an additional fee.
 - ii) If Your license is not a Subscription or a Special Purpose License, then You must purchase and pay for a support contract that meets all of the following requirements:
 - A. The contract must be for at least the initial twelve (12) months of Your license.
 - B. The contract must cover all of Your License Metric Units of the Software;
 - C. The contract must provide at least for the Maintenance Services as described in the Applicable SDD or their substantial equivalent; AND
 - D. The contract must either be purchased from Juniper or its Approved Sources, or from a Juniper-authorized Support Service Specialist; provided that if you purchase the contract from a Support Service Specialist, you acknowledge and agree that
 - (1) Support Service Specialist has **not** entered into or performed under that contract either as an partner, joint venturer, employee or agent of Juniper and
 - (2) Your sole recourse for any breach of such contract or damage or loss arising out of or relating to such contract shall be solely against the Support Service Specialist.
 - e. Updates. Updates are available to You only as a part of Maintenance Services. By downloading, taking delivery of or using any Update, Your rights with respect to the Update are subject to the terms the latest revision of this Agreement posted at the time of Your receipt or first use of the Update, any applicable SSEA, the then-current Applicable SDD, then-current EOL/EOS Policies, and Your Proof of Entitlement for the Software. Your rights to use the Update are also subject to Your ceasing all use of the replaced Software (or, as the case may be, the replaced portion of the Software in the case and Update is provided in form of a patch). Certain License Restrictions, Limitations and Prohibitions.
8. This Section 8 supersedes any contrary provision elsewhere in this Agreement and applies to all varieties of licenses, whether Special Purpose Licenses, Subscriptions, Perpetual or otherwise:
- a. No Rights or Licenses Implied. Licenses or rights in the Software not expressly granted in this Agreement shall not arise by implication or otherwise.
 - b. Approved Source. You shall have no right or license in the Software unless You rightfully received the Software from an Approved Source.
 - c. No Sublicensing or Assignment. You may not sublicense, transfer or assign, whether voluntarily or by operation of law, any right or license in or to the Software or under any Proof of Entitlement. Any attempted sublicense, transfer or assignment shall be void.
If You are a party to a transaction (or related series of transactions) involving a merger, consolidation or other corporate reorganization (collectively, a "Restructure") where You do not survive the transaction(s), the transaction(s) shall also be deemed a prohibited transfer.
 - d. You are Sole Licensee. No rights or licenses in the Software or any Maintenance Services shall arise under this Agreement in favor of anyone other than You.
 - e. Separately Licensable Software. The software image that contains Software product that You license from Juniper or its Approved Sources might also include additional unlicensed features or functionality that You may not use unless You purchase a separate license at an additional fee. Features and functionality are not included in your license to the Version of the Software product you licensed unless a published Juniper feature description for that Version of the Software identifies those features and functionality as being included. <http://pathfinder.juniper.net/feature-explorer/>
 - f. Restrictions on charging a fee for access or use. You shall not allow any customer or other third party to grant anyone else access for a fee or other consideration to services, content or resources that are generated, managed, distributed, provisioned, billed or enabled by the Software.
 - g. Any duty that Juniper might have to deliver a copy of the Software to You is subject to Juniper's ability to deliver such copy to You in compliance with all applicable export control laws and regulations.
 - h. Commercial Cloud Services. Your right of access and use of the Software provision as part of Commercial Cloud Services is subject to the ongoing validity and your compliance with the applicable Commercial Cloud Service terms of use imposed by the Commercial Cloud Service provider. Termination, suspension or unavailability of the Commercial Cloud Service is at your own risk and You acknowledge that Juniper shall no liability or duty arising out of any such termination, suspension or unavailability. You further understand that in order to use the Software, you may have to purchase license rights to and install third party software that is compatible with the Software operating in the Commercial Cloud Services environment, and Juniper disclaims all warranties, representations or assurances regarding suitability of such third party software.
 - i. Source Code. In the limited event that Software includes source code, such source code is provided for reference purposes only unless expressly licensed otherwise by Juniper or its licensors.
 - j. Java Related Software Terms. You acknowledge Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-partytrademarks/index.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by the End User in any Java Mark. Furthermore, Commercial Features that are not included in the licensed Java Software included in the Software will require an additional license from Oracle. "Commercial Features" means those features identified in Table 1-1

(Commercial Features In Java SE Product Editions) of the Program Documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

k. **Other Use Restrictions and Prohibitions.** You shall **not**, directly or indirectly:

- Decompile, disassemble or reverse engineer the Software or modify, change, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires Juniper to provide interface information to You to adapt the Software, Juniper, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that Juniper reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services.
- Copy the Software except for archival purposes or as necessary for You to install and make use of the Software as expressly licensed by Juniper.
- Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image you have received even if that any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);
- Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) (including but not limited to Your Commercial Cloud Service providers) solely for Your benefit in performing its contract services for You and in that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to Juniper for compliance with all provisions of this Agreement;
- Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by Juniper; or
- Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity.

9. License and Maintenance Contract fees; Taxes.

- a. **Fees.** Unless otherwise specified in an SSEA, Your Proof of Entitlement or a separate written agreement between You and Juniper, License fees, Subscription fees and fees for Maintenance Services contracts are due and payable in advance upon acceptance of Your purchase order. Juniper reserves the right to contract order processing and invoicing for fees owed to Juniper with licensing, subscription or Maintenance Services for Software to any third party. For example, in the case of a Commercial Cloud Services license granted for Your access and use of Software in a Commercial Cloud Services environment administered by a third party Commercial Cloud Services provider, such order processing and invoicing may be conducted by such Commercial Cloud Services provider or its agents or affiliates. In such case, You agree to pay all amounts duly invoiced as instructed without any right of counterclaim or offset in respect of claims You might have against such contract party.
- b. **Taxes.** All prices and fees payable in respect of any license to Software (including any Subscription) or any Maintenance Services contract entered into with Juniper are exclusive of tax. You shall be responsible for paying taxes arising from the licensing or delivery of Software (including any Subscription) or purchase of Maintenance Services. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper prior to invoicing, and You shall promptly notify Juniper if Your exemption is revoked or modified. All payments that You make shall be net of any applicable withholding tax. You will provide reasonable assistance to Juniper in connection with such withholding taxes by promptly providing Juniper with valid tax receipts and other required documentation showing Your payment of any withholding taxes; completing appropriate applications that could reduce the amount of withholding tax to be paid; applying for reduced tax rates; and notifying and assisting Juniper in any audit or tax proceeding related to transactions hereunder. You shall comply with all applicable tax laws and regulations, and You will promptly pay or reimburse Juniper for all costs and damages related to any liability incurred by Juniper Networks as a result of Your non-compliance or delay with its responsibilities herein. Neither party shall be liable for taxes or assessments on the other party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. Your obligations under this Section 9.b shall survive termination or expiration of this Agreement.

10. Termination.

- a. **Early Termination for Breach.** If at any time You
- i) fail to make timely payment of any applicable fees due in respect of Software licensed or Maintenance Services, or
 - ii) use the Software in excess of Your purchased License Metric units but fail timely to notify Juniper of such excess use and purchase and pay for additional License Metric units as required under subsection 11.b, below, or
 - iii) otherwise breach any term of this Agreement or the Applicable SDD,
- then Juniper may, in addition to any other remedy to which it may be entitled, terminate Your license to the Software and any rights You may have to Maintenance Services.
- b. **Termination for Insolvency.** Either party may terminate the SVC Contract or Subscription, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.
- c. **Effect of Termination or Expiration.** If Your license term expires without renewal or reinstatement or otherwise terminates, then You shall promptly destroy or return to Juniper all copies of the Software and related documentation in Your possession or control.
- d. **Survival.** The provisions of Sections 6.a through 28 shall survive termination or expiration of this Agreement.

11. Recordkeeping and Audit.

- a. **Your Duty to Monitor Use.** You agree to monitor Your use of all Software and generate accurate, complete and auditable records of levels of that use.

- b. Reports of Excess Use; Purchase of Additional License Metric Units. If at any time Your maximum level of use of the Software exceeds the number of License Metric units You have purchased, then on or before ten days after the last day of the calendar quarter in which Your level of use first exceeded that limit, You shall (i) notify Juniper in writing of Your maximum level of use and (ii) order and purchase sufficient License Metric units (in increments of the applicable minimum allowable number of License Metric units) to meet or exceed the maximum level of use of the Software during such calendar quarter. Your SSEA, Proof of Entitlement or separate written agreement with Juniper may require You to report on Your usage more often. Failure either to timely report such excess use or to timely purchase and pay for the required additional License Metric units in accordance with this subsection 11.b shall be a material breach of this Agreement.
- c. Juniper's Right to Audit. In order to enable Juniper to verify Your compliance with this Agreement, You shall, throughout the term of the license and for three years thereafter, provide to Juniper and its professional advisors access to such facilities, personnel, records and reports as reasonably necessary for it to validate compliance with this Agreement. Such right of inspection and copying includes without limitation
- i) all Software monitoring records generated and maintained under this Section 11, and
 - ii) all other written or electronic data and reports that You generate or receive relevant to a determination of whether You have complied with this Agreement.
- d. You hereby irrevocably consent and agree to execute and deliver to Juniper all documentation and to perform all such other acts including furnishing such waivers and releases, at Juniper's request and (subject to subsection 11.e, below) expense to enable Juniper to have access to all documents and records otherwise subject to inspection and audit under subsection 11.c, above but in the custody of any third party.
- e. If any inspection under subsection 11.c discloses that You used the Software in excess of applicable License Metric units and failed timely to comply with subsection 11.b, then on notice of the inspection results, You shall immediately
- i) purchase and pay for sufficient additional License Metric units (in increments of the applicable minimum allowable License Metric units) to meet or exceed Your maximum level of use of the Software and have been required to Your use from at any time exceeding Your purchase License Metric units;
 - ii) purchase and pay for contracts for Maintenance Services sufficient to cover Your new total number of License Metric units;
 - iii) pay late payment fees accruing on the purchase price of such additional License Metric units and on the amount of underpayment in respect of contracts purchased or required for Maintenance Services at a rate of 1% per month for each calendar month since the month on which Your use first exceeded Your License Metric units; and
 - iv) pay the reasonable costs incurred by Juniper in conducting the audit.
- The remedy stated in this Section 11.e. is cumulative with and in addition to any other remedy Juniper may otherwise have.

12. **Statements of Product Direction, Benchmarking Results.**

- a. Juniper may from time to time disclose information related to its development and plans for future products, features or enhancements ("SOPD"). SOPD information is subject to change at any time, without notice. Except as may be set forth in definitive agreements for the potential transaction, Juniper provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Except as may be set forth in definitive agreements for the potential transaction, You should not base purchasing decisions upon reliance of timeframes or specifics outlined in an SOPD, because Juniper may delay or never introduces the future products, features or enhancements.
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- c. Each party will use a reasonable degree of care to maintain all Confidential Information of the other in confidence and neither will disclose to any third party nor use Confidential Information of the other for any unauthorized purpose. Each party may only disclose Confidential Information to those of its employees and representatives that both (i) may have a need to know for purposes of internal evaluation in the case of any SOPD or otherwise for Your internal purposes in configuring, installing, using or supporting the Software and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement. No rights or licenses to intellectual property in Confidential Information are granted by either party under this Agreement, whether express, implied or otherwise.
- d. All Confidential Information will be returned immediately to the disclosing party after the receiving party's need for it has expired or upon request of the disclosing party or termination of this Agreement. Each party agrees that the violation of the confidentiality provisions will cause irreparable injury to the other entitling the other party to immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.
- e. 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.

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20. **Governing Law.** This Agreement (including all documents incorporated herein) and the terms of any contract for Maintenance Services with Juniper, shall be governed by the laws of the State of California (without reference to its conflicts of laws principles). The provisions of the U.N. Convention for the International Sale of Goods shall not apply. The provisions of the Uniform Computer Information Transactions Act shall not apply. For any disputes arising under this Agreement or any contract for Maintenance Services that You may have with Juniper, the Parties hereby consent to the personal and exclusive jurisdiction of, and venue in the courts of the state of California (and the US District Court for the district of Northern California).
21. **Force Majeure.** Except for Your duty to make payment for Software licensed or contracts for Maintenance Services, and except for Your unauthorized installation or use of Software, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. Either party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.
22. **Applicability of This Agreement.**
- Separate Signed Agreements.** If You and an authorized representative of Juniper have signed a valid separate written agreement governing Your use of any or all Software licensed from Juniper, then with respect to that Software that signed agreement will take precedence over any inconsistent terms of this Agreement.
 - Software-Specific Entitlement Addendum.** As to certain Software, Juniper may post a Software-Specific Entitlement Addendum ("SSEA") on its website. The terms of that SSEA are incorporated into this Agreement as to the Software addressed by the SSEA. The SSEA shall take precedence over any inconsistent terms of this Agreement as to that Software.
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23. **Complete Agreement; Modifications.** This Agreement together with the Applicable SDD, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, commitments or representations, oral or written

related to the Software and Maintenance Services. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. Except as otherwise provided in subsection 23.a, this Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties.

- a. **Future Modifications.** Juniper may at any time post on its website (or that of its affiliates) modifications or restatements of this Agreement, any applicable SSEA, Applicable SDD, EOL/EOS Policies or any other policy or guideline referenced in this Agreement or the Applicable SDD. Any such modification shall govern the terms of Your license for any extension or renewal term of the license (or of any Subscription or contract for Maintenance Services, as applicable), but only if that extension or renewal term or reinstatement period starts after posting of the modification. (See also section 7.e., above, regarding application of modifications of this Agreement to Updates.)
24. **Severability.** If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation have been written in the English language, and the Parties agree that the English version will govern.
25. **Notification.** Except as otherwise provided elsewhere in this Agreement, any report or notice under this Agreement shall be given in a writing, if to Juniper then by email to- or by mail to 1133 Innovation Way , Sunnyvale, CA 94089 USA attn.: EULA Notices provided that the notice identifies You by name, address and email address; or, if to You, by email to Your contact email address (or by mail addressed to Your street address that is associated with Your user account for access to Juniper's Customer Support Center at www.juniper.net/customers/support. If You have no such user account, then notification shall be deemed given to You by emailing or mailing notice to any office or contact email address for the Authorized Source from which You acquired Your license.
26. **Waiver.** The failure of Juniper to require Your performance of any provision of this Agreement shall not affect Juniper's full right to require such performance at any time thereafter; nor shall its waiver of a breach of any provision hereof be taken to be a waiver of the provision itself.
27. **Translations.** Several translations of this Agreement may appear at www.juniper.net/techpubs/software/software-license.html. To the extent of any inconsistency between the English version of this Agreement and any non-English version the English version shall govern.
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* End of Exhibit *