

MHEC/Juniper
Master Price Agreement
Effective May 5, 2009 through December 31, 2011

Juniper Networks, (US), Inc. (Juniper) located at 1194 N. Mathilda Avenue, Sunnyvale, CA 94089 and the Midwestern Higher Education Commission (MHEC) located at 1300 South Second Street, Suite 130, Minneapolis, Minnesota, 55454 on behalf of the Eligible Organizations located in the MHEC member states enter into this MHEC/Juniper Master Price Agreement (Master Agreement), subject to the terms and conditions herein, effective May 5, 2009 (Effective Date). For purposes of this Master Agreement Juniper and MHEC are referred to collectively as the Parties or individually as Party.

1. Definitions

Authorized Resellers: refers to resellers authorized by Juniper to resell Juniper products and services. Juniper will list Authorized Resellers on an internet site accessible to MHEC, its Member States and Eligible Organizations.

Documentation: refers to the End User License Agreement set forth in Section 13, the New Product Warranty set forth in Section 14, and the J-Care Essentials End User Support Agreement set forth in Exhibit C made available by Juniper to Procuring Eligible Organization governing the license and support terms applicable to any Equipment or Software as well as any documentation shipping with the Equipment or Software or that is published online by Juniper regarding the performance of the Equipment or Software.

Eligible Organizations: This Master Agreement shall be made available to all Eligible Organizations.

Eligible Organizations shall include:

- all not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State;
- all K-12 schools and school districts located in a Member State;
- Any state, city, county or local governmental entity in a Member State.
- any not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions), K-12 school or school district, or state, city, county or local governmental entity that is not located in a Member State, but receives prior approval by MHEC to use this Master Agreement to purchase Juniper products and services;
- Eligible Organizations located in a Member State that terminates its association with the Compact will no longer be eligible under this Master Agreement to purchase pursuant to this Master Agreement. Termination by any Member State shall not prohibit or restrict Juniper from negotiating or contracting with such Member State or entity within such Member State outside the Compact. MHEC shall promptly notify Juniper in writing of the termination of any Member States' membership in the Compact. If any Member State so terminates its membership in the Compact, such termination shall not effect the validity or enforceability of or constitute a default under any purchase order then in effect with any Participant. Similarly, MHEC shall promptly notify Juniper if other states join the Compact after which such states shall be deemed to be Member States for purposes of this Master Agreement.

Equipment or Hardware: refers to Juniper's full line of new or refurbished equipment and components made available for sale by Juniper to Eligible Organizations under this master Agreement.

Global Price List: Juniper's Global Price List provides the published list price for all of Juniper's Products and Services. Juniper updates its Global Price List monthly. MHEC, Member States and Eligible Organizations will be able to view Juniper's Global Price list on an internet site.

Large Order Negotiated Prices: refers to the price offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of the Eligible Organization and Juniper through an Authorized Reseller. Large Order Negotiated

Prices shall apply only to those items that meet the applicable additional terms and conditions negotiated by Authorized Reseller and the Eligible Organization.

Member State: refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact. The current Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. MHEC shall promptly notify Juniper if any other states join the Compact and thereby become a Member State for purposes of this Master Agreement.

Order: refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from an Authorized Reseller under the terms and conditions of this Master Agreement.

Price Agreement: refers to an indefinite quantity contract, which requires Juniper, through an Authorized Reseller, to furnish Products or Services to a Procuring Eligible Organization that issues a valid Order document.

Procuring Eligible Organization or Customers: refers to an Eligible Organization who desires to purchase under this Master Agreement and has executed an Order.

Products: refers to the full product line of Equipment, Software and Documentation that Juniper makes available.

Product List: refers to the complete list of Products and the corresponding prices for those Products made available for purchase by Eligible Organizations under this Master Agreement. The Product List contains an item number, item description and the maximum price for each Product. The Product List is set forth in Juniper's Global Price List.

Professional Services: include pre-sales Assessment, Installation and Implementation Assistance, Resident Engineering support and Training.

Promotion Prices: refers to prices that are offered nationally or regionally to a specific category of customers intended to include Eligible Organizations for defined time periods under defined terms and conditions.

Services: refers to the maintenance and support services offered by Juniper under this Master Agreement.

Services List: refers to the complete list of Services and the corresponding prices for those Services made available for purchase by Eligible Organizations under this Master Agreement. The Services List contains an item number, item description and the maximum price for each service. Where travel is necessary to perform the Services, additional reasonable costs may be levied. The Service List is set forth in Juniper's Global Price List.

Software: refers to Juniper's full offerings of software and firmware (including third-party software and firmware) licenses made available to Procuring Eligible Organization under this Master Agreement. Software shall include updates, upgrades, maintenance releases, revisions and enhancements to the licensed software. Software does not include source code.

2. Scope of Work

Procuring Eligible Organizations shall purchase from Authorized Resellers, and Juniper shall distribute through Authorized Resellers to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Juniper. This Master Agreement is a price agreement. Accordingly, Juniper shall provide Products or Services only upon the issuance and acceptance by an Authorized Reseller of a valid Order. Orders may be issued to purchase any Products listed on the Product List or for any Services listed on the Services List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Juniper's Product List and Services List at the prices stated therein. For Large Order Negotiated Prices, an Authorized Reseller, Juniper and Eligible Organization may negotiate quantity discounts below the Product and Services List price(s) for a given purchase order. As it sees fit, Juniper or an Authorized Reseller may offer under this Master

Agreement Promotional Price discounts that result in prices below those listed in the Product Price List and the Services Price List. Juniper is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement. Eligible Organizations will issue Orders and make payments to Authorized Resellers only. Authorized Resellers are responsible for fulfilling Orders that they accept from Eligible Organizations.

MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

3. Purchasing Under Master Agreement

- A. **Products:** Procuring Eligible Organization shall purchase from an Authorized Reseller the Products listed on the Product List under the terms and conditions of this Master Agreement by delivering to an Authorized Reseller an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the “bill-to” address; (v) the “ship-to” address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement.
- B. **Services:** Procuring Eligible Organization shall purchase Services from an Authorized Reseller under the terms and conditions of this Master Agreement by delivering to such Authorized Reseller an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service (s) that Procuring Eligible Organization desires Juniper or Authorized Reseller to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the “bill-to” address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement.
- C. Each Order that is accepted by an Authorized Reseller will become a part of the agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by an Authorized Reseller constitutes a binding contract.
- D. All Products furnished will be subject to acceptance by Procuring Eligible Organization after delivery. No substitutions or cancellations are permitted without approval of the Procuring Eligible Organization. Nothing in this section precludes any agreements for the use of electronic purchase orders.
- E. Procuring Eligible Organization may request in writing changes to an Order (“Change Request”) that an Authorized Reseller has previously accepted. In response to a Change Request, an Authorized Reseller will provide written quotations to Procuring Eligible Organization, including any changes to prices, license fees, shipment or completion dates. A Change Request is a separate Order subject to the terms and conditions of this Master Agreement and the Authorized Reseller’s change order process.
- F. Authorized Resellers will accept a purchasing card for order placement in addition to accepting a purchase order.

4. Quantity Guarantee

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain voice and data network products and services from other sources during the term of the Master Agreement.

5. Master Agreement Term

This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement until December 31, 2011. The Master

Agreement may be mutually renewed for four (4) additional one-year terms unless terminated pursuant to the terms of this agreement.

6. Order of Precedence

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Juniper may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization's state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and Juniper may enter into an addendum to supplement or modify this Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Juniper.

In the event of any conflict among these documents, the following order of precedence shall apply:

- A. executed addendum between Eligible Organization and Juniper
- B. the terms and conditions of this Master Agreement
- C. exhibits to this Master Agreement
- D. the list of Products and Services contained in the Order
- E. product or download inclusions

7. Payment Provisions

- A. **Acceptance.** (1) Products: Unless otherwise agreed upon by Procuring Eligible Organization and an Authorized Reseller, within thirty (30) days from the date of delivery, the Procuring Eligible Organization shall accept or reject the Products. Any Products that are rejected shall be returned by way of either the DOA or RMA processes set forth in this Agreement.
- B. **Services Warranty.** Juniper warrants that all services provided hereunder will be performed in a workmanlike manner, in conformity with the professional standards for comparable services in the industry, and in compliance with the material requirements of this Agreement. In the event of breach of the foregoing warranty, Juniper and/or an Authorized Reseller will promptly re-perform the nonconforming services at its own expense. Any failure by Juniper or an Authorized Reseller to successfully complete the conforming services will constitute a breach subject to the Disputes Clauses in Section 31, and Exhibit C, Section 11. Services shall be invoiced upon completion unless otherwise specified on the Order.
- C. **Payment of Invoice.** Invoices shall be submitted to the Procuring Eligible Organization. Payments shall be submitted to an Authorized Reseller at the address shown on the invoice. Payment shall be tendered to Authorized Reseller within thirty (30) days of the date of the invoice. After the thirtieth (30) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to Juniper at the rate of one and one-half percent (1½) per month. The Procuring Eligible Organization shall make a good faith effort to pay within thirty (30) days after the date of the invoice.
- D. **Dispute Notice.** Procuring Eligible Organization shall notify the Authorized Reseller of any billing discrepancies or disputes about an invoice within ten (10) days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice"). Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of the Authorized Reseller will be subject to interest charges accruing from the original due date.
- E. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by the Authorized Reseller unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.

F. **Payment of Taxes.** The price listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse the Authorized Reseller for, any and all taxes and/or duties assessed against or payable by Authorized Reseller in connection with the sale of Equipment, licensing of Software or Documentation, or performance of Maintenance and Support Services except for taxes imposed upon Authorized Reseller's net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

8. Shipping

Juniper shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon acceptance. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization.

9. Product Delivery

Unless otherwise agreed to by Procuring Eligible Organization and Authorized Reseller, Juniper agrees to deliver products to Procuring Eligible Organization within thirty (30) days after receipt of a valid purchase order. If delivery can not be made within thirty (30) calendar days, Juniper, either directly or through an Authorized Reseller, will notify Procuring Eligible Organization within ten (10) business days following order placement, and Procuring Eligible Organization, as its sole remedy, can cancel the order by written, electronic, or facsimile notification.

10. Price Guarantees

The Procuring Eligible Organization shall pay the lowest of the prices contained in the Product List or an Announced Promotion Price or Large Order Negotiated Price.

11. Product List

Juniper agrees to maintain the Product List in accordance with the following provisions:

- A. The Product List prices for all Equipment, Software and Documentation will conform to the Product List provided to MHEC and set forth as Exhibit A. Except as set forth in Section 10, "Price Guarantees", the discount percentage set forth in the Product List shall not decrease during the initial twelve (12) months of the Master Agreement. Discount levels in Exhibit A are based on a projected total Products and Services annual contract volume of \$3 million and will be reviewed (and possibly adjusted by mutual agreement) on an annual basis by Juniper and MHEC.
- B. Should the list price of a Product on Juniper's Global Price List price decrease at any time during this Master Agreement, Juniper agrees to a similar price reduction on this Master Agreement's Product List for the same Product, prior to the Administrative Fee set forth in Paragraph 36 of this Master Agreement.
- C. For all Products on the Product List, any price reductions that occur from the time of submission of an Order by Procuring Eligible Organization to Product delivery must be passed on to the Procuring Eligible Organization that issued the Order.
- D. Juniper shall add new product(s) to the Product List when new product(s) shall become available for sale by Juniper. The pricing for all new Products shall incorporate, to the extent possible, similar or comparable price discount levels provided herein, as agreed by the Parties.
- E. Juniper will delete obsolete and discontinued Products from the Product List on a timely basis.
- F. The Product List shall be maintained by Juniper on an Internet web site accessible to MHEC, Member States and Procuring Eligible Organizations. Juniper updates its Global Price List monthly. Notification of specific changes to this list shall be provided to MHEC within thirty (30) days of such modification. Failure to comply with the requirements in this Paragraph 11, Product List, will be grounds for action to be taken against Juniper, including termination.

12. Services List

Juniper agrees to maintain the Service List in accordance with the following provisions:

- A. The Service List prices are set forth on Juniper's Global Price List. The discount on the Services List prices made available to Eligible Organization under this Master Agreement are set forth in Exhibit B. Except as set forth in Section 10, "Price Guarantees", the discount percentage set forth in the Service List shall not decrease during the initial twelve (12) months of the Master Agreement. Discount levels in Exhibit B are based on a projected total Products and Services annual contract volume of \$3 million and will be reviewed (and possibly adjusted by mutual agreement) on an annual basis by Juniper and MHEC.
- B. The Service List shall be maintained by Juniper on an Internet web site accessible to MHEC, Member States and Procuring Eligible Organizations. Juniper updates its Global Price List monthly. Notification of specific changes to this list shall be provided to MHEC within thirty (30) days of such modification. Failure to comply with the requirements in this Paragraph 12, Service List, will be grounds for action to be taken against Juniper, including termination.

13. License

- A. **The Software.** In this Agreement, "Software" means the program modules and features of the Juniper or Juniper-supplied software, for which Eligible Organization has paid the applicable license or support fees to Juniper or an Authorized Reseller, or which was embedded by Juniper in equipment which Eligible Organization purchased from Juniper or an Authorized Reseller. "Software" also includes updates, upgrades and new releases of such software. "Embedded Software" means Software which Juniper has embedded in or loaded onto the Juniper equipment and any updates, upgrades, additions or replacements which are subsequently embedded in or loaded onto the equipment.
- B. **License Grant.** Subject to payment of the applicable fees and the limitations and restrictions set forth herein, Juniper grants to Eligible Organization a non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, subject to the following use restrictions:
 1. Eligible Organization shall use Embedded Software solely as embedded in, and for execution on, Juniper equipment originally purchased by Eligible Organization from Juniper or an Authorized Reseller.
 2. Eligible Organization shall use the Software on a single hardware chassis having a single processing unit, or as many chassis or processing units for which Eligible Organization has paid the applicable license fees; provided, however, with respect to the Steel-Belted Radius or Odyssey Access Client software only, Eligible Organization shall use such Software on a single computer containing a single physical random access memory space and containing any number of processors. Use of the Steel-Belted Radius or IMS AAA software on multiple computers or virtual machines (e.g., Solaris zones) requires multiple licenses, regardless of whether such computers or virtualizations are physically contained on a single chassis.
 3. Product purchase documents, paper or electronic user documentation, and/or the particular licenses purchased by Eligible Organization may specify limits to Eligible Organization's use of the Software. Such limits may restrict use to a maximum number of seats, registered endpoints, concurrent users, sessions, calls, connections, subscribers, clusters, nodes, realms, devices, links, ports or transactions, or require the purchase of separate licenses to use particular features, functionalities, services, applications, operations, or capabilities, or provide throughput, performance, configuration, bandwidth, interface, processing, temporal, or geographical limits. In addition, such limits may restrict the use of the Software to managing certain kinds of networks or require the Software to be used only in conjunction with other specific Software. Eligible Organization's use of the Software shall be subject to all such limitations and purchase of all applicable licenses.

4. For any trial copy of the Software, Eligible Organization's right to use the Software expires 30 days after use of the Software. Eligible Organization may operate the Software after the 30-day trial period only if Eligible Organization pays for a license to do so. Eligible Organization may not extend or create an additional trial period by re-installing the Software after the 30-day trial period.
5. The Global Enterprise Edition of the Steel-Belted Radius software may be used by Eligible Organization only to manage access to Eligible Organization's enterprise network. Specifically, service provider customers are expressly prohibited from using the Global Enterprise Edition of the Steel-Belted Radius software to support any commercial network access services. For purposes of this Master Agreement, Eligible Organizations are not considered service providers when conducting normal business operations. Similarly, third parties that perform operational services on behalf of Eligible Organizations shall not be considered service providers under this Master Agreement when performing said services for Eligible Organization.

The foregoing license is not transferable or assignable by Eligible Organization. No license is granted herein to any user who did not originally purchase the applicable license(s) for the Software from Juniper or an Authorized Reseller. If an Eligible Organization is planning to replace existing Juniper Products with new Juniper Products, then the Eligible Organization may, with advance written consent of Juniper, transfer the Products that will be replaced to another Eligible Organization. Juniper will exert good faith efforts to obtain necessary, internal Juniper approvals needed to provide such consent.

- C. **Use Prohibitions.** Notwithstanding the foregoing, the license provided herein does not permit the Eligible Organization to, and Eligible Organization agrees not to and shall not: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software; (b) make unauthorized copies of the Software (except as necessary for backup purposes); (c) rent, sell, transfer, or grant any rights in and to any copy of the Software, in any form, to any third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the Software or any product in which the Software is embedded; (e) except when transferring Product(s) to another Eligible Organization as expressly permitted above in subsection B, distribute any copy of the Software to any third party, including as may be embedded in Juniper equipment sold in the secondhand market; (f) use any 'locked' or key-restricted feature, function, service, application, operation, or capability without first purchasing the applicable license(s) and obtaining a valid key from Juniper, even if such feature, function, service, application, operation, or capability is enabled without a key; (g) distribute any key for the Software provided by Juniper to any third party unless that party is operating the Software on behalf of the Eligible Organization; (h) use the Software in any manner that extends or is broader than the uses purchased by Eligible Organization from Juniper or an Authorized Reseller; (i) use Embedded Software on non-Juniper equipment; (j) use Embedded Software (or make it available for use) on Juniper equipment that the Eligible Organization did not originally purchase from Juniper or an Authorized Reseller; (k) disclose the results of testing or benchmarking of the Software to any third party without prior coordination with Juniper to ensure that the benchmarking methodology is optimized; or (l) use the Software in any manner other than as expressly provided herein.
- D. **Audit.** Eligible Organization shall maintain accurate records as necessary to verify compliance with this Agreement. Upon request by Juniper, Eligible Organization shall furnish such records to Juniper and certify its compliance with this Agreement.
- E. **Confidentiality. To the extent permitted by applicable law,** Eligible Organization and Juniper agree that aspects of the Software and associated documentation are the confidential property of Juniper. As such, and consistent with applicable law, Eligible Organization shall exercise all reasonable commercial efforts to maintain the Software and associated documentation in confidence, which at a minimum includes restricting access to the Software to Eligible Organization employees and contractors having a need to use the Software for Eligible Organization's internal business purposes.

- F. **Termination.** Upon termination of the Master Agreement pursuant to Section 15, Eligible Organization shall destroy or return to Juniper all copies of the Software and related documentation in Eligible Organization's possession or control.
- G. **Ownership.** Juniper and Juniper's licensors, respectively, retain ownership of all right, title, and interest (including copyright) in and to the Software, associated documentation, and all copies of the Software. Nothing in this Agreement constitutes a transfer or conveyance of any right, title, or interest in the Software or associated documentation, or a sale of the Software, associated documentation, or copies of the Software.
- H. **Software Support.** Nothing in this Agreement shall give rise to any obligation to support the Software. Support services may be purchased separately. Any such support shall be governed by Exhibit C.
- I. **Export.** Eligible Organization agrees to comply with all applicable export laws and restrictions and regulations of any United States and any applicable foreign agency or authority, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Eligible Organization shall be liable for any such violations. The version of the Software supplied to Eligible Organization may contain encryption or other capabilities restricting Eligible Organization's ability to export the Software without an export license.
- J. **Commercial Computer Software.** The Software is "commercial computer software" and is provided with restricted rights. Use, duplication, or disclosure by the United States government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7201 through 227.7202-4, FAR 12.212, FAR 27.405(b)(2), FAR 52.227-19, or FAR 52.227-14(ALT III) as applicable.
- K. **Interface Information.** To the extent required by applicable law, and at Eligible Organization's written request, Juniper shall provide Eligible Organization with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of applicable fee, if any. Eligible Organization shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Juniper makes such information available.
- L. **Third Party Software.** Any licensor of Juniper whose software is embedded in the Software and any supplier of Juniper whose products or technology are embedded in (or services are accessed by) the Software shall be a third party beneficiary with respect to this Agreement, and such licensor or vendor shall have the right to enforce this Agreement in its own name as if it were Juniper. In addition, certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating Juniper to make the source code for such portions publicly available (such as the GNU General Public License ("GPL") or the GNU Library General Public License ("LGPL")), Juniper will make such source code portions (including Juniper modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. Such request can be made in writing to Juniper Networks, Inc., 1194 N. Mathilda Ave., Sunnyvale, CA 94089, ATTN: General Counsel. You may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>.

14. Warranties

- A. **Warranty Start Date:** "Start Date" as used in this policy means the date the Product is put into use by the Eligible Organization but in no event later than ninety (90) days after the original shipment of this product by Juniper Networks. **Hardware:** Juniper warrants that for a period of one (1) year from the Start Date, the Juniper hardware purchased by Eligible Organization ("Hardware") shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions, and shall conform in all material respects to the Hardware's Documentation. This product warranty extends

to the original purchaser and any subsequent owner valid under this Master Agreement. In the event that Juniper Networks receives notice during the warranty period that any Hardware does not conform to its warranty, Juniper will provide return-to-factory repair, and will use commercially reasonable efforts to ship the repaired equipment back as quickly as possible with a maximum twenty (20) business day turnaround from the date of receipt of the product at a Juniper Repair Center. Juniper, at its sole option, will either repair or replace the non-conforming Hardware. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper. Juniper will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Juniper Repair Center. Actual delivery times may vary depending on the Eligible Organization location.

- B. Software: Juniper 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, and shall conform in all material respects to the Software’s Documentation. The sole and exclusive remedy of the Eligible Organization and the entire liability of Juniper under this limited warranty shall be the replacement of the media containing the Software. In addition, with respect to Software embedded in Juniper 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) business days from the date an Eligible Organization receives such Hardware product, Juniper will provide the Eligible Organization 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. Eligible Organization may download the Software by going to <http://www.juniper.net/support> This right to download extends only to the original purchaser.
- C. Restrictions: No warranty will apply if the Hardware or Software (i) has been altered, except by Juniper; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper 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 disclaims any express or implied warranty of fitness for such uses. Eligible Organization is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper’s warranty obligations do not include installation support.
- D. Dead On Arrival (“DOA”): For up to thirty (30) days from the Start Date, Juniper 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’s manufacturing facilities within two (2) business days of Juniper’s receipt and validation of Eligible Organization's notification of an inoperative unit. Notification must be sent by Eligible Organization via online procedures set forth below. Defective Hardware must be returned within thirty (30) days of failure, or Eligible Organization pays purchase price of replacement Hardware. Non-U.S. Eligible Organizations should allow for additional transit time due to international customs clearance.
- E. Hardware Return Procedures: Any defective item can only be returned if it references a return material authorization (“RMA”) number issued by authorized Juniper service personnel. To request an RMA number, Eligible Organization must contact Juniper Technical Assistance Center (“JTAC”) via the online resource available at <http://www.juniper.net/support>. JTAC will only assist Eligible Organizations 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 Eligible

Organization has purchased a valid Juniper 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 Juniper to the in-country location, if available. Juniper shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper reasonably determines that the item is functional, the Eligible Organization shall pay any transportation cost. If Juniper determines, at its sole discretion, 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, including all shipping expenses, shall be paid by Eligible Organization; however, Juniper will inform the Eligible Organization of the warranty status and the estimated cost of the repair and receive a purchase order from the Eligible Organization before performing the repair.

- F. **DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH ABOVE, JUNIPER 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.**
- G. **LIMITATION OF LIABILITY FOR JUNIPER: EXCEPT WITH RESPECT TO JUNIPER NETWORKS' INDEMNITY OBLIGATIONS PURSUANT TO THE TERMS OF THIS AGREEMENT OR A VIOLATION BY JUNIPER NETWORKS OF SECTION 22, "CONFIDENTIALITY", IN NO EVENT WILL JUNIPER 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 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. IN ADDITION, JUNIPER SHALL NOT BE LIABLE FOR ELIGIBLE ORGANIZATION'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.**

15. Termination

- A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Juniper ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific purchase order/purchase agreement for convenience after it has been issued if the Product is ultimately accepted. At any time, Juniper may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Juniper of any warranty or other service obligations incurred under the terms of this Master Agreement.
- B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.

- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto
- D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted

16. Non-Appropriation

This provision applies only to government and government educational Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity.

Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Juniper and shall be final and binding.

A Procuring Eligible Organization shall provide sixty (60) days notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Juniper a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. The notice shall also include a statement that the Procuring Eligible Organization was unsuccessful in finding another assignee within its own organization to continue the installment sale payments and that the Product or Service will not be replaced by a similar product during the ensuing fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Juniper will be paid by the Procuring Eligible Organization.

17. Records and Audit

Juniper agrees to maintain detailed records pertaining to the price of Services rendered and Products delivered for a period of six (6) years from the date of acceptance of each Order. These records shall be subject to inspection by Procuring Eligible Organization and appropriate governmental authorities with Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to audit billings either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

18. Independent Contractor

Juniper and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Juniper has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the parties.

19. Patent, Copyright, Trademark and Trade Secret Indemnification

Juniper will indemnify, defend and hold MHEC and Eligible Organization (collectively, the "Indemnitees") harmless from a claim that any Product provided to Indemnitees pursuant to this Master Agreement

infringes on another person's or entity's patent, copyright, trade secret or any other proprietary right of a third party. Juniper will have no obligation under this section with respect to any claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Indemnitee's specification or design; (b) an Indemnitee's unauthorized modification of a Product; (c) an Indemnitee's failure to promptly implement an update or modification to the Product (e.g., install a Software Release) made known to Indemnitee and provided by Juniper or (d) any combination, operation, or use of the Product with systems other than those provided by Juniper to the extent that such a claim is caused by such modification, combination, operation, or use of the Product.

Juniper Networks' indemnity obligations under this Agreement are conditioned on the Indemnitees (1) providing prompt written notice of any claim within 30 days after Indemnitee's receipt of same, (2) furnishing copies of all communications relating to the claim to Juniper Networks; (3) providing information and assistance to Juniper Networks in the defense effort; and (4) at the time notice of such claim is delivered to Juniper Networks, subject to any legally required approval, including approval of state's attorney general, or consistent with applicable law, providing Juniper Networks sole control over the defense and settlement of the claim. In no event shall Juniper Networks be liable to indemnify the Indemnitees for any settlement entered into without Juniper Networks' prior written consent.

Should the Products become, or in Juniper Networks' opinion be likely to become, the subject of a claim of infringement of a US patent or trademark, Juniper Networks may, at its option, either (1) procure for Indemnitee the right to continue using the Product, or (2) replace or modify the Product to make it noninfringing. If neither of the foregoing alternatives is commercially available to Juniper Networks, then Juniper Networks will grant Indemnitees a refund for the purchase price paid by Customer of the relevant Product depreciated on a five-year straight line basis and accept Indemnitees's return of the relevant Product.

THE INFRINGEMENT INDEMNITY SET FORTH IN THIS SECTION STATES JUNIPER NETWORKS' ENTIRE LIABILITY AND OBLIGATION AND INDEMNITEE'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS.

20. Indemnification

Except to the extent caused by MHEC and/or an Eligible Organization, Juniper will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all claims or causes of action related to a claim of personal injury or damage to tangible property, including all attorneys' fees incurred by MHEC and/or Eligible Organizations, arising from the negligence or willful misconduct in the performance of the Master Agreement by Juniper, Juniper's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Juniper written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder, and, subject to any legally required approval, including approval of state's attorney general, or consistent with applicable law permits Juniper to control the defense of any such claim or action at Juniper's own expense. MHEC and/or Eligible Organization agree that Juniper may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Juniper with all reasonable assistance that Juniper may require.

21. (A) Damages Limitation

Juniper shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of the greater of \$2,000,000, or the dollar amount purchased by such Eligible Organization in the twelve months preceding receipt by Juniper of a notice of a claim or dispute sent in accordance with this Agreement. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or property damage caused by Juniper's negligence or willful misconduct.

21.(B) Limitation of Liability for MHEC and Eligible Organizations. Neither MHEC nor any Eligible Organization shall be liable for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Master Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The limitation in this Section 21.(B) shall not apply to a breach of Section 22 ("Confidential Information"), or a misappropriation by MHEC or an Eligible Organization of Juniper's intellectual property rights.

22. Confidentiality

- A. While Juniper is providing Services hereunder, Eligible Organization or Juniper may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 21 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Juniper agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.
- B. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Disclosure (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Participant or Juniper of this Master Agreement or an order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Disclosure .
- C. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Participant and Juniper agree to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded.

D. Injunctive Relief. In the event of a threatened or actual breach of this Section 22, 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.

23. FERPA (and Other Privacy Laws)

Where applicable Juniper agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach Bliley Act (GLBA) and all other state and federal privacy laws; and agrees to implement and maintain safeguards to protect the security, confidentiality, and integrity of information it receives from Eligible Organization. If Procuring Eligible Organization determines that employees of Juniper or Authorized Reseller will be working where violations of one or more of these laws are a concern, then Procuring Eligible Organization will offer no-cost training for the employees in question at a mutually convenient time.

24. Amendments

Except as provided for in Section 6, "Order of Preference"; Section 11, "Product List"; and Section 12 "Service List"; this Master Agreement shall only be amended by written instrument executed by the Parties.

25. Scope of Agreement

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

26. Invalid Term or Condition

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Web Site Maintenance

Juniper agrees to maintain and support Internet website(s) for access to the list of Authorized Resellers, its Global Price List (containing its Product and Service Lists), Product descriptions, Product specifications, Service descriptions, Service specifications and other aids in accordance with instructions provided by MHEC. Juniper shall notify MHEC when there are additions and/or deletions made to the list of Authorized Resellers. In addition, Authorized Reseller may provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.

29. Equal Opportunity Compliance

Juniper agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Juniper agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran

status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Juniper under this Master Agreement. If Juniper is found to be not in compliance with these requirements during the life of this Master Agreement, Juniper agrees to take appropriate steps to correct these deficiencies.

30. Compliance with Law

Juniper shall comply with all applicable laws and governmental regulations, which by their terms, apply to Juniper's performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.

31. Applicable Law and Disputes

A. As between Eligible Organization and Juniper, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides.

Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

B. As between MHEC and Juniper this Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

C. As between Eligible Organization, MHEC, and Juniper this Master Agreement will be construed in accordance with and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

D. Disputes. Each party shall notify the other party in writing concerning any perceived material breach of this Agreement in accordance with Section 15(b) above.

32. Conflict of Interest

Juniper warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Master Agreement.

33. Assignment

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. Notwithstanding the foregoing, Juniper may, upon written notice to MHEC, assign this Agreement without the prior written consent in the event of an assignment by way of merger, acquisition, or sale of substantially all assets.

Nothing in this Section shall preclude Juniper from employing a subcontractor in carrying out its obligations under this Master Agreement. Juniper's use of such subcontractors will not release Juniper from its obligations under this Master Agreement.

34. Survival

The following provisions of this Master Agreement shall survive the expiration or termination of this Master Agreement: Section 13, "License," Section 14, "Warranties," Section 15, "Termination," Section 19, "Patent, Copyright, Trademark, Trade Secret Indemnification," Section 20, "Indemnification," Section 21.A) "Damages Limitation," Section 21.B) "Limitation of Liability for MHEC and Eligible Organizations,"

Section 22 “Confidentiality,” Section 31, “Applicable Laws and Disputes,” Section 34, “Survival,” and Section 35 “Notices.”

35. Notification

A. **Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

<u>To MHEC:</u>	<u>To Juniper Networks:</u>
MHEC	Juniper Networks (US), Inc.
1300 South Second Street	2251 Corporate Park Drive
Suite 130	Suite 100
Minneapolis, Minnesota 55454-1079	Herndon, Virginia 20171
Attn: Grant Crawford	Attn: Arleigh Closser
Fax: 612-626-8290	Fax: 571.203.1790

B. **To Eligible Organization:** Notices shall be sent to Eligible Organization’s business address. The term “business address” shall mean the “Bill to” address set forth in an invoice submitted to Eligible Organization.

36. Administrative Reporting and Fees

On a quarterly basis, Juniper will, in a timely manner, make available to MHEC reports and information generated by this Master Agreement, including but not limited to state-by-state and institution-by-institution information on sales volume and volume savings. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to .5 percent (.5%) of the net Product and Service sales for that quarter period (the “Fee”). MHEC and Juniper, from time to time may change the percentage of the Fee MHEC will receive as a result of this Master Agreement. Any change in the fee may also require a change in the Product List and Service List price.

37. MHEC Not Liable For Eligible Participants

MHEC is not liable to Juniper for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement.

38. Announcements and Publicity

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Juniper will not make any representations of MHEC’s (or an Eligible Organization’s) opinion or position as to the quality of effectiveness of the products, supplies and/or services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization).

39. Marketing

Juniper will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and a full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place orders.

40. Oversight Committee

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Juniper in developing and refining the implementation of this Master Agreement. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise Juniper on the effectiveness of its implementation progression. There will be an annual meeting between Juniper and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

41. Force Majeure.

Neither Juniper nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

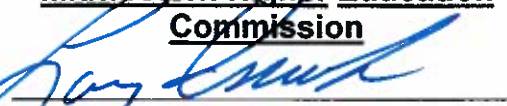
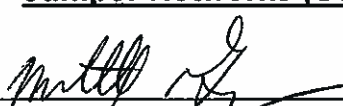
42. Sovereign Immunity.

Notwithstanding anything to the contrary in this Master Agreement or purchase order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State to the Eligible Organization.

43. Miscellaneous.

All parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Juniper may accept this Master Agreement either by its authorized signature or a signed purchase order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

	<u>Midwestern Higher Education Commission</u>	<u>Juniper Networks (US), Inc.</u>	
Signature:			
Name:	<u>Larry Isaak</u>	<u>Vice President</u>	
Title:	<u>President</u>	<u>Juniper Networks (US), Inc.</u>	
	<u>Midwest Higher Education Compact</u>	<u>1194 N. Mathilda Avenue</u>	
Address:	<u>1300 South Second Street, Suite 130</u>	<u>Sunnyvale, California 94089</u>	
	<u>Minneapolis, Minnesota 55454</u>		
Date:	<u>May 11, 2009</u>	<u>May 8, 2009</u>	

Juniper Networks, Inc.
 Legal Department
 CECILIA POE
 ALLEGRA OLSSON 5/8/2009
 Approved As To Form

Exhibit A

Product Discounts

- Initial baseline volume discount – 32% off list price on Juniper’s Global Price List.
- Large Purchase discount for individual purchases or aggregate, related purchases of products or services by a Procuring Eligible Organization whose total list price is from \$501,000 to \$1 million - 35% off list price on Juniper’s Global Price List.
- Large Purchase discount for individual purchases or aggregate, related purchases of products or services by a Procuring Eligible Organization whose total list price is over \$1 million - 39% off list price on Juniper’s Global Price List.

Exhibit B

Maintenance Discounts

- One-year maintenance and four-year maintenance with SV3 SKUs (which indicate that their list price has already been discounted)– 5% off list price on Juniper’s Global Price List.
- Four-year maintenance without SV3 SKUs – 15% off list price on Juniper’s Global Price List.
- All other service SKUs at 10% off list price on Juniper’s Global Price List.
- Juniper will provide a quote upon request for all “custom” Professional Services that require a deliverable.

Exhibit C: Juniper J-Care Essentials End User Support Agreement

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.

Customer’s acquisition of technical support hereunder shall be governed by the terms and conditions contained in the Master Agreement, this Exhibit C to the Master Agreement and on the prices set forth in Juniper’s Global Price list subject as modified by the Master Agreement.

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 Attachment A 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; and (3) Attachment B – System Information. 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 is located, excluding regional Holidays.
- e) “Customer” means the person or organization that 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” means Juniper Networks’ equipment and hardware that have been supplied to Customer by Juniper Networks or an Authorized Reseller.
- i) “Hardware Replacement Support Plan” means the Hardware replacement support options set forth on Attachment A.
- j) “Juniper Networks” means (a) Juniper Networks (Ireland) 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.

- k) “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 Arounds as needed.
- l) “Problem Resolution” 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 Problem Resolution required hereunder will be delivered to Customer in Juniper Networks’ next regularly scheduled major Software Release.
- m) “Problem” means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem.
- n) “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.
- o) “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.
- p) “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 Arounds in place for Priority 1 and Priority 2 issues.
- q) “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.
- r) “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.
- s) “Site” means the physical location where System(s) are installed as specified by Customer from time to time.
- t) “Software” means Juniper Networks computer software in object code format either sold as a stand-alone application or incorporated in the Hardware.
- u) “Software Release” means a production version of the Software.
- v) “Support” means the Technical Support and Hardware repair/replacement services provided by Juniper Networks as set forth in this Agreement.
- w) “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/>) .

- x) “System(s)” means the Hardware, Software and Documentation that have been supplied to Customer by Juniper Networks or an Authorized Reseller.
- y) “Technical Support” means the technical support provided by Juniper Networks under Section 5 of this Agreement.
- z) “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 Software 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 the 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.
- 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; and
- 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 listed in Juniper’s Global Price List subject to discounts listed in the Master Agreement Juniper Networks will use commercially reasonable efforts to dispatch a technician to the affected site within a timeframe to be determined by Juniper Networks and agreed to by Customer based upon the availability of resources. In such case, Customer will be billed at Juniper Networks’ standard rates for time and materials set forth in Juniper’s Global Price List and discounted according to the Master Agreement, and for reasonable travel and living expenses approved in advance. 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 is available on a time and materials basis.
 - 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 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, Customer will be charged Juniper Networks’ then-standard rates.

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 other events beyond Juniper Networks’ reasonable control, 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);

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, 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. 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. 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 Problem Resolution, 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 a reasonable number of support engineers who are trained on Juniper Networks' Systems. Customer's support engineers must be proficient in the operation of the 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. Customer shall pay for Support rendered by Juniper Networks due to modifications not authorized by Juniper Networks at Juniper Networks' then prevailing rates for time and materials.
- 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 pro-rated credit for any pre-paid support on Systems that are permanently decommissioned or destroyed during an annual support term and Customer may use such credit for future service orders only.

- 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) physical 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 B. If Customer physically moves any System from the original Site to another location, Customer must notify Juniper Networks without delay 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

- h) Spares on Site. Customer agrees that as a standard requirement each Spares On-Site (SOS) location will be required to take an inventory of Hardware physically in stock on a quarterly basis and provide the results to the Juniper Networks Global Services Operations (GSO) Inventory Management group. As part of the Spares On-Site (SOS) program, Customer is responsible to designate a logistics contact at each site location to handle questions, issues, and inventory related actions, from Juniper Networks and agrees to allow Juniper Networks to inspect SOS location(s) no more than once per year, following a timely request. In addition, if during reconciliation review, it has been determined that the Spares On-Site (SOS) location does not have the applicable Juniper Networks inventory in stock, and upon verification by the Spares On-Site (SOS) location that the missing inventory cannot be found or accounted for, or if the inventory is damaged while onsite as a result of Customer's practices, the item(s) shall be considered lost, and Juniper Networks shall have the right to seek reimbursement for the lost item(s) from the Customer at the price in the Master Agreement. In addition, Juniper Networks may seek reasonable reimbursement for additional expenses incurred as a result of lost inventory including, but not limited to, transportation and/or duties on replacement Hardware.

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 who are not under any Support Plan may purchase Support from Juniper Networks at Juniper Networks' rates for time and materials as described in the Master Agreement. 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) Hardware Replacement. If Customer has purchased a Hardware Replacement Support Plan, then Juniper Networks will provide replacement part(s) to Customer in accordance with the 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, as applicable. Customer must follow the return instructions to return the defective Hardware or parts within 10 business days of installation 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 Arouns.
- 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 Problem Resolution 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:

- i) 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 Problem Resolution 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 Problem Resolution is successfully implemented, but such Problem Resolution 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 Problem Resolution is successfully implemented. If a Problem Resolution is successfully

implemented, but such Problem Resolution 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 Problem Resolution 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 Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution 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 Problem Resolution within 30 calendar days of a 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, Problem Resolution 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. Failure to meet a response time target will result in escalation of the Problem to the next most senior Owner.

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	Priority 2	Priority 3	Priority 4
Manager, Technical Support	1 hour	12 hours	15 days	30 days
Director, Customer Service	2 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 of an amount no greater than that described in the Master Agreement and 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 for the annual fees for the subsequent one-year terms will be provided to Customer or Authorized Reseller. 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, 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.juniper.net/support/guidelines.html>). 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 under the Master Agreement, and will be subject to minimum charges as described in the Master Agreement. 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 reinstatement. 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 prices payable under this agreement are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Juniper Networks prior to invoicing, and Customer shall promptly notify Juniper Networks if their exemption is revoked or modified. All payments made by Customer shall be net of any applicable withholding tax. Customer will provide reasonable assistance to Juniper Networks by promptly: providing Juniper Networks with valid tax receipts and other required documentation of Customer's payment of any withholding taxes; applying for reduced tax rates; and notifying and assisting Juniper Networks in any audit or tax proceeding, related to transactions hereunder. Customer shall comply with all applicable tax laws and regulations, and Customer will promptly pay or reimburse Juniper Networks for all reasonable costs and damages related to any liability incurred by Juniper Networks as a result of Customer's non-compliance or delay with its responsibilities herein. Customer's obligations

under this Section 6(f) shall survive termination or expiration of this Agreement.

7. Confidential Information.

Section 22 of the Master Price Agreement, entitled “Confidential Information,” is incorporated herein.

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. Reserved

10. Term and Termination.

- a) Initial Term. This Agreement shall be binding upon Juniper Networks, and the initial term of

this Agreement shall commence, on the date that a valid purchase order for Support is accepted by Juniper Networks. 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 initial term of this Agreement shall continue for the specified number of years of Support initially purchased by Customer.

- 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 Agreement will be automatically renewed.
- c) Termination for Breach. If either party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 30 days but is capable of cure, the breaching party shall not be in default if, within 30 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time to cure the breach before being in default. Notwithstanding anything to the contrary herein, Customer’s breach of payment obligation constitutes a default the date the payment is due and Juniper Networks shall have the right to terminate this Agreement after 30 days notice to Customer if payment has not been received in that time.
- d) Reserved
- e) Survival. The provisions of Section 6(f), 7, 8, 9, 10 and 11 shall survive termination hereof for any reason.

11. Miscellaneous.

- a) Governing Law. This Agreement shall be interpreted and governed by the laws of the Eligible Participant’s state without reference to

conflict of law principles. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- b) Disputes and Venue. Each party shall notify the other party in writing concerning any perceived material breach of this Agreement in accordance with Section 10(c) above. For any disputes arising out of or in connection with this Agreement, the parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within the Eligible Participant's state, except that either party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by the other party.
- c) Entire Agreement. The terms and conditions contained in the Master Agreement, this Agreement and the attachments to the Master Agreement 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.
- d) Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control.
- e) Assignment. Neither Customer, nor Juniper, nor Authorized Reseller may assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of the other party. Any prohibited assignment will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns. Notwithstanding the foregoing, Juniper may,

upon written notice to MHEC, assign this Agreement without the prior written consent in the event of an assignment by way of merger, acquisition, or sale of substantially all assets.

- f) Litigation Expenses. In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.
- g) 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.
- h) 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.
- i) Counterparts. This Agreement may be executed in counterparts which when taken together will constitute one instrument.
- j) 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 A – J-Care Essentials Services
End User Support Plan Descriptions¹**

Technical Support

	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 Hardware Replacement				X	X		
Same-Day Advance Hardware Replacement						X	X
Onsite Technician					X		X

Entitlement	Description
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 regional 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 .

¹ Certain support programs listed herein may not be available for all Juniper Networks product lines and in all geographic locations. 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_and_services/jcare/index.html.

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.

Entitlement	Description
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.
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 Customer time) Monday through Friday, except Juniper Networks' regional holidays. For countries where 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 100 miles of an authorized Juniper Networks' parts depot.
Onsite	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.

