

AMENDMENT 1
TO THE MASTER PRICE AGREEMENT
BETWEEN MHEC AND JUNIPER NETWORKS (US), INC.

Whereas, this Amendment is entered into by and between Juniper Networks (US), Inc. ("Juniper") and the Midwestern Higher Education Commission (MHEC), effective as of August 5, 2009 (the "Effective Date"), and,

Whereas, the parties entered into the Master Price Agreement dated May 5, 2009 (the "Agreement") and the parties now desire to amend the term of the Agreement.

Now, therefore:

1. Section 1, "Definitions," is amended as follows:

Insert at the end of the definitions of Eligible Organizations the following additional bullet:

- all not-for-profit private and public institutions and/or systems of higher education (colleges, universities, technical institutions and equivalent institutions); all K-12 schools and school districts; and any state, city, county or local governmental entity located in a member state of the Southern Regional Education Board (SREB) or the Western Interstate Commission for Higher Education (WICHE).

2. Section 8, "Shipping," is deleted and replaced with the following:

8. Shipping

Authorized Resellers shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon delivery. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Subject to Section 2, Scope of Work, this Clause 8 and acceptance terms in the Agreement apply to Juniper only to the extent that a Procuring Eligible Organizations issues an Order directly to Juniper.

3. Section 9, "Product Delivery," is deleted and replaced with the following:

9. Product Delivery

Juniper has three main business groups that produce products: Service Layer Technologies Business Group ("SLT"), Ethernet Platforms Business Group ("EPBG"), and Infrastructure Products Group ("IPG"). SLT products generally cover the following technologies: firewalls, virtual private networking, intrusion prevention and detection, network access control, WAN optimization and centralized network management. Historical lead times (defined as the date from Juniper order booking to the shipping date from Juniper's contract manufacturing facilities) for SLT and EPBG products historically have ranged from 5 to 30 days. Historical lead times for Juniper's IPG routing products from time to time extends beyond the above time frames because many IPG products are build to order in accordance with a customer's preferred configuration. Finally, lead

times likely will be longer than the above discussed time frames at the end of each calendar quarter, or at other times when Juniper is experiencing high order volume.

The shipping date ("Shipping Date") for all products ordered will be no later than 45 days for SLT or EPBG products and 90 days for IPG products after receipt of an Valid Purchase Order under the MHEC contract by Juniper Networks (whether directly from an Authorized Reseller or indirectly from a Juniper distributor). Except where Procuring Eligible Organization has clearly specified "No Partial Shipment" on the purchase order pursuant to Section 7E of this Agreement, partial shipments are allowed unless otherwise agreed by Juniper Networks in writing. A Valid Purchase Order is defined as a purchase order that has no issues identified by Juniper's order management department that prevent such order from being booked and processed by Juniper. Juniper Networks will provide an estimated shipping date for all Valid Purchase Orders to the email address provided on the Valid Purchase Order (generally either a Juniper Authorized Reseller or a distributor) within 72 hours of when Juniper books the order in question. Authorized Resellers shall provide notification regarding the estimated shipping date to the Procuring Eligible Organization within 4 (four) days from when Juniper books the corresponding order in its accounting system.

Should Authorized Resellers provide notification regarding the estimated shipping date pursuant to this Section 9, Purchase Orders issued pursuant to this Agreement may be cancelled or rescheduled by Procuring Eligible Organization within 7 (seven) business days from when Juniper books the corresponding order in its accounting system. Should Authorized resellers fail to provide notification regarding the estimated shipping date pursuant to this Section 9, Procuring Eligible Organization may cancel or reschedule the Purchase Order within five (5) business days of being made aware of the estimated shipping date. Notwithstanding anything to the contrary in this paragraph, Procuring Eligible Organizations may not cancel any order estimated to ship within 30 calendar days of Authorized Reseller's receipt of a purchase order.

All other terms and conditions of the Agreement remain unchanged, valid and binding

IN WITNESS WHEREOF, authorized representatives from each of the parties have duly executed this Amendment and agree to be bound by its terms.

MHEC

Juniper Networks (US), Inc.

Signature: <u><i>Larry A. Isak</i></u>	Signature: <u><i>Mitchell Ganser</i></u>
Printed Name: <u>Larry A. Isak</u>	Printed Name: <u>Mitchell Ganser</u>
Title: <u>President</u>	Title: <u>Vice President</u>
Date: <u>8/13/09</u>	Date: <u>8/7/09</u>

Juniper Networks, Inc.

Legal Department

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Approved As To Form