



Global Academic Alliance Agreement

This Juniper Networks Academic Alliance Agreement ("**Agreement**") is made and entered by and between Juniper Networks and KLE Technological University ("**JNAA Member**" or "**JNAAM**"), with JNAAM's principal place of business located at Hubli, Kamataka, India, collectively, the "**Parties**", "**Juniper Networks**" or "**Juniper**" means Juniper Networks (US), Inc. If JNAA Member is located in and its performance under the Agreement will be rendered in North America, Central America or South America; or its affiliate, Juniper Networks International B.V., if JNAA Member is located in and its performance under the Agreement will be rendered in Europe, the Middle East or Africa, or in the Asia Pacific Rim. This Agreement shall be effective as of date last signed by a party below ("**Effective Date**").

The Parties agree as follows:

1. DEFINITIONS

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

2. INTRODUCTION AND APPOINTMENT OF JNAA MEMBER

2.1 **Introduction to Juniper Networks Academic Alliance Program.** The Juniper Networks' Academic Alliance program consists of an operational framework using Five (5) different membership levels or program engagement tiers referred to as Include, Certify, Advanced, Research, and Explore, also known and referred to using the acronym "**ICARE**", as further described below.

2.1.1 General Description of the Five ICARE Program Engagement Tiers

- 2.1.1.1 Include tier only: If JNAAM is approved for and assigned to Include Tier level, JNAAM is authorized to add Juniper technology to its current course curriculum and instruct and teach students enrolled at JNAAM about Juniper's products and JUNOS, using Authorized Courses in its networking, computer sciences or business curriculum. Twice yearly, as requested and instructed by Program Manager, JNAAM shall report the number of students exposed to Juniper technology.
- 2.1.1.2 Certify tier only: If JNAAM is approved for and assigned to Certify Tier level, JNAAM is authorized to teach Juniper certification courses as part of JNAAM's curricula. JNAAM shall not offer Certify Tier courses in a concentrated format, such as eight (8) hours per day courses directed at commercial customers, versus enrolled students at JNAAM.
- 2.1.1.3 Advanced tier only: If JNAAM is approved for and assigned to Advanced Tier level, JNAAM will closely work with Juniper to develop a unique technology networking curriculum for a MS Degree program, leveraging Juniper's technology, to maximize learning and research opportunities, and gain an industry relevant degree in the networking discipline. JNAAM shall participate with Juniper in a strong strategic partnership to advance networking research using the JUNOS platform and API through our industry unique SDKs and

other research opportunities as they are made available; look for opportunities to fund research and student internship projects; increase the knowledge and enthusiasm of JNAAM professors and other key faculty in regards to Juniper's products and services; and, enable foundational and support training to students involved in research and engage those students in competitions, internships and scholarships designed by Juniper and JNAAM.

2.1.1.4 Research tier only: If JNAAM is approved for and assigned to Research Tier level, JNAAM shall create opportunities for post graduate and Ph.D. research using Juniper's technologies such as Junos SDK, Space SDK, and/or Pulse SDK, look for opportunities to fund research and student internship projects; increase the knowledge and enthusiasm of JNAAM professors and other key faculty in regards to Juniper's products and services; and, enable foundational and support training to students involved in research and engage those students in competitions, internships and scholarships designed by Juniper and JNAAM.

2.1.1.5 Explore tier only: If JNAAM is approved for and assigned to Explore Tier level, JNAAM shall engage and cooperate with Juniper to conduct and support research occurring in areas of mutual interest to Juniper and JNAAM, look for opportunities to fund research and student internship projects; increase the knowledge and enthusiasm of JNAAM professors and other key faculty in regards to Juniper's products and services; and, enable foundational and support training to students involved in research and engage those students in competitions, internships and scholarships designed by Juniper and JNAAM.

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

3. OWNERSHIP RIGHTS AND LICENSE GRANTS

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

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

3.2 Mutual Trademark License Grants.

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

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

3.2.2 License Grant to Juniper. Provided Juniper obtains specific prior written approval and authorization from the Approved Instructor designated to act as the primary point of contact with Program Manager, at such time, JNAAM thereby grants to Juniper, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNAAM ("**JNAAM Marks**") solely in connection with and to the extent

reasonably necessary for the promotion of the Juniper Networks Academic Alliance program to potential members. Juniper will not remove or alter the JNAAM or its third party licensors', as the case may be, copyright notices, trademarks or packaging found on any materials furnished to Juniper under this Agreement.

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

4. FEES, PAYMENT TERMS AND TAXES

- 4.1 Unless otherwise set-forth in Exhibit A hereto (in which case, the following Subsections 4.2 – 4.4 shall apply to all such payments due hereunder), appointment of JNAAM as a member in the Juniper Networks Academic Alliance program is on a no-fee basis and no payments to Juniper are due under this Agreement.
- 4.2 All payments to Juniper for amounts due from JNAAM under this Agreement shall be due in full thirty (30) days from date of invoice. Past due balances shall be subject to an interest charge of either 1.5% per month or the highest rate allowed by law, whichever is less.
- 4.3 To the extent not prohibited by law, all fees payable to Juniper under this Agreement are exclusive of all applicable taxes. JNAAM agrees to pay and bear the liability for any taxes associated with payments made under this Agreement, including, but not limited to, sales, use, excise and value added taxes, but excluding taxes based upon Juniper net income.
- 4.4 JNAAM's failure to comply with payment terms of this Section 4, and failure to cure such deficiency within ten (10) days after receipt of written notice from Juniper, will constitute a material breach of this Agreement and will be grounds for immediate termination for cause of the Agreement.

5. AUDIT

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

6. CONFIDENTIAL INFORMATION

- 6.1 **Definition.** "Confidential Information" means: (a) any non-public technical or business information of a party, including without limitation any information relating to a party's techniques, algorithms, know-how, current and future products and services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information; and (b) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure, or that is disclosed orally and is identified as "Confidential" at the time of disclosure and then summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure. The terms of this Agreement, including its exhibits, shall be Juniper Confidential Information regardless of whether marked as such.
- 6.2 **Exclusions.** "Confidential Information" will not include any information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) the receiving party can demonstrate by written evidence was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure.
- 6.3 **Disclosures Required by Law.** The Receiving Party may disclose Confidential Information to the extent required by law or legal process, provided that: (a) the Receiving Party gives the Disclosing Party prompt notice so that the Disclosing Party may seek a protective order; (b) the Receiving Party reasonably cooperates with the Disclosing Party in seeking such protective order; and, (c) all Confidential Information shall remain subject to the terms of this Agreement in the event of such disclosure. If the Disclosing Party cannot obtain a protective order, the Receiving Party may disclose only that portion of the Confidential Information that is legally required to be disclosed.
- 6.4 **Obligations.** Each party will at all times, both during the term of this Agreement and for a period of three (3) years after its termination, maintain in confidence all Confidential Information of the other party and will not use such Confidential Information except as expressly permitted herein. Each party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its confidential information of similar importance. Each party will limit the disclosure of such Confidential Information to those of its employees, agents and contractors with a bona fide need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement; provided that all such employees, agents and contractors are subject to binding use and disclosure restrictions at least as protective as those set forth herein.

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

7. DISCLAIMER OF WARRANTIES

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

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

8. INDEMNITY OBLIGATIONS

8.1 JNAAM Indemnity.

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

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

8.2 Juniper Indemnity.

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

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

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

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

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

9. LIMITATION OF LIABILITY

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

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

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COURSE MATERIALS GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

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

10. TERM AND TERMINATION

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

10.2 Termination

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

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

10.3 Effect of Termination.

10.3.1 Upon termination of this Agreement:

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

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

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

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

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

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

11. MISCELLANEOUS

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

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

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

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

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

- 11.6 Assignment.** JNAAM may not assign, novate, sub-contract and/or delegate its rights and obligations under this Agreement without the prior written consent of Juniper, which shall not be unreasonably denied or withheld. JNAAM may not offset or withhold any amounts due and payable hereunder or any other existing or future contracts with JNAAM against any claim, liability or judgment it may have against Juniper without Juniper's express written consent. Juniper may assign, sub-contract or delegate any or all of its rights and/or its obligations under this Agreement to any Juniper affiliate without the consent of JNAAM upon written notice to JNAAM, which shall include the contact information and address of the Juniper affiliate for purposes of giving notices under this Agreement pursuant to Section 11.9 below, titled "Notices".
- 11.7 Statement of Product Direction.** Juniper may disclose information related to their development and plans for future products, features or enhancements ("SOPD"). SOPD information is subject to change at any time, without notice. Except as may be set forth in definitive agreements for the potential transaction, Juniper provides no assurances, and assumes no responsibility, that future products, features or enhancements will be introduced. Except as may be set forth in definitive agreements for the potential transaction, JNAAM acknowledges that: a) purchasing decisions are not being made based upon reliance of timeframes or specifics outlined in the SOPD, and b) purchasing decisions would not be affected if Juniper delays or never introduces the future products, features or enhancements.
- 11.8 Compliance with Law.** JNAAM acknowledges that any Juniper products, including software, documentation and other technical data, may be subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder. JNAAM will not export or re-export (directly or indirectly) any Juniper products, software, documentation or other technical data obtained in connection with this Agreement without complying with the Act and the regulations thereunder. JNAAM must comply fully with all statutes, laws, regulations, ordinances, executive orders and the like of any country, state, municipality, or the like applicable to this Agreement and its performance hereunder, including, but not limited to, privacy and data protection laws, export and any environmental laws. JNAAM must have and maintain written policies against corruption, and provide appropriate training to its employees, contractors, and consultants regarding the U.S. Foreign Corrupt Practices Act and similar laws in jurisdictions where JNAAM conducts business activities. JNAAM (including its employees, agents, or consultants) will not make, authorize, offer or promise to make or give any money or anything of value to any official of a public international organization, government official, political party, political official, candidate for political office ("Foreign Official"), or to any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Foreign Official or in violation of any law. JNAAM will indemnify, defend and hold harmless Juniper and its directors, officers, agents and employees from and against: (i) any and all claims, demands, actions, litigation, investigations and proceedings arising out of or related to any non-compliance by JNAAM with this section ("**Noncompliance Claims**"); and, (ii) any and all liens, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or related to any Noncompliance Claims.
- 11.9 Notices.** All notices ("Notices") shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such Notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. All Notices shall be sent to the respective address, as set forth below, or to such other address as may be specified by either party to the other in writing in accordance with this Section.

If to Juniper:

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

If to JNAAM:

JNAAM Name: KLE Technological University
JNAAM Address: Registrar, KLE Technological University,
Vidyanagar, Hubli, Karnataka, India
Attention: _____
Telephone: (incl country code) +91-836-2378-150
Facsimile: +91-836-2374985
Email: registrar@kletech.ac.in

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

11.11 Counterparts and Language; Order or Precedence. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature transmitted electronically or by facsimile shall be effective and considered an original. This Agreement and associated documentation has been written in the English language and may have been translated into non-English versions which were also executed by the Parties. All agreements executed by the Parties shall be valid and enforceable; however, the Parties agree that in event of inconsistent or conflict with terms contained in English version, that the English version will govern and take

precedence over any non-English translated version of this Agreement and associated documentation, and that the English version will prevail and govern the outcome of any such dispute, unless, otherwise expressly stated in the English version of the applicable country specific Juniper Networks Academic Alliance Agreement.

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

Juniper Networks Inc. or International B.V.		Networks International B.V.	
(Authorized Representative - Signature) <i>Keith Wilson</i>		KLE Technological University (JNAA Member Name)	
keith wilson (Authorized Representative - Printed)		<i>[Signature]</i> (Authorized Representative - Signature)	
Authorized signatory-2016 02:33 PT (Title)		Prof. B. L. Desai (Authorized Representative - Printed)	
(Date)		Registrar 28-08-2015 (Title) (Date)	

Juniper Networks
Legal Department
Vineet Sharma

Approved As To Form
Vineet Sharma