

**Amendment Number 2**  
**to**  
**Contract Number DIR-TSO-2641**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**JUNIPER NETWORKS (US), INC.**

This Amendment Number 2 to Contract Number DIR-TSO-2641 (“Contract”) is between the Department of Information Resources (“DIR”) and JUNIPER NETWORKS (US), INC. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

**1. Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through August 22, 2017, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year renewal term.

**2. Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated **06/21/2016**.

**3. Appendix A. Standard Terms and Conditions for Product and Related Services** is hereby restated in its entirety and replaced with the Attached Appendix A, Standard Terms and Conditions for Product and Related Services dated 06/21/2016 except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

**4. Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts** dated **06/21/2016**.

**A. Appendix A, Section 5. Intellectual Property Matters** is hereby deleted and replaced in its entirety as follows:

This contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

**B. Appendix A, Section 6, Product Terms and Conditions, A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable State Agency and Institution of Higher Education Purchases Only), 3)** is hereby added in its entirety as follows:

The Vendor states that based on evidence currently available (including analysis by GRC International), our hardware products may be exempt from the technical standards of Section 508 of the Rehabilitation Act, as implemented in the “back office exception” of 36 C.F.R. 1194 because:

- (1) compliance would require a fundamental alteration in the nature of the hardware products, under 36 C.F.R. 1194.3(e); or
- (2) our hardware products may be restricted to spaces frequented only by service personnel for monitoring purposes, under 36 C.F.R. 1194.3(f).

The Vendor’s software products may be accessed through commodity Windows or Unix server and desktop systems to run the browsers and command line interfaces that manage our software. The Vendor does not provide commodity interface systems with the Vendor’s product line, however, the operating systems on commodity Windows or Unix server and desktop systems are generally 508 compliant, allowing a wide range of users with disabilities to access and use our software.

**C. Appendix A, Section 10, Vendor Responsibilities, A. Indemnification, 3) Infringements, b)** is hereby restated in its entirety as follows:

Vendor shall have no liability if the alleged infringement is caused in whole or in part by: (i) use of the product or service in combination with product or services not provided under the Contract, (ii) use of the product or service for a purpose or in a manner for which the product or service was not designed, (iii) any modification made to the product without Vendor’s written approval, (iv) any modifications made to the product by the Vendor pursuant to Customer’s specific instructions, (v) any intellectual property right owned by or licensed to Customer, or (vi) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, and then Amendment Number 1, and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than August 22, 2016.

**JUNIPER NETWORKS (US), INC.**

**Authorized By:** Signature on File

**Name:** Sabiha Chunawala

**Title:** VP, Deputy General Council

**Date:** 15-Sep-2016 | 12:26 PDT

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Date:** 9/16/2016 | 1:47 PM CDT

**General Counsel:** DB 9/16/2016 | 11:27 AM CDT