APPENDIX D TO DIR CONTRACT NO. DIR-TSO-2641

END USER LICENSE AGREEMENT
(July 21, 2011 version)

READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE. JUNIPER IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED HEREIN, YOU INDIVIDUALLY AND ON BEHALF OF THE BUSINESS OR OTHER ORGANIZATION THAT YOU REPRESENT CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN (A) DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE (OR, AS APPLICABLE THE JUNIPER EQUIPMENT IN WHICH THE SOFTWARE IS EMBEDDED), AND (B) WITHIN 30 DAYS AFTER RECEIPT OF THE SOFTWARE, EITHER RETURN THE SOFTWARE TO JUNIPER OR THE APPLICABLE RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF THE SOFTWARE WAS EMBEDDED IN JUNIPER EQUIPMENT FOR WHICH SOFTWARE NO SEPARATE LICENSE FEE WAS CHARGED, RETURN THE EQUIPMENT AND EMBEDDED SOFTWARE, UNUSED, TO JUNIPER OR THE APPLICABLE RESELLER FOR A FULL REFUND OF THE PURCHASE PRICE.

DIR Contract No. DIR-TSO-2641 and this Agreement, as may be modified by any applicable Country-Specific Terms, defined below, governs Customer's access to and use of the Software (as defined below) first placed in use by Customer on or after the release date of this Agreement; provided that if there is a valid, unexpired separate written agreement signed by Customer and Juniper Networks governing Customer's use of the Software, then to the extent of a conflict between their provisions the order of precedence shall be (i) DIR Contract No. DIR-TSO-2641. (ii) that signed written agreement, and (iI) this End User License Agreement as may be modified by any Country-Specific Terms as they apply to use of Software in a particular country. **Definitions.** In this Agreement and in the Entitlements (unless the Entitlement otherwise expressly provides), the following capitalized terms shall have the meaning set forth below:

a. *"Authorized Users"* means the number of Users that Customer is licensed to have access to the Software.

b. *"Concurrent Users"* means the number of Users that Customer is licensed to have concurrently accessing the Software. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

c. *"Country-Specific Terms"* means those terms posted at http://www.juniper.net/support/eula.html and designated as replacing one or more terms of this End User License Agreement solely for Customers to the extent they use the Software in a particular country or group of countries (herein *"Geography"*). Any Country-Specific Terms applicable to Customers using the Software in a stated Geography shall take precedence over any inconsistent terms of this Agreement with respect to Customer's use of the Software in such Geography.

d. *"Customer"* or *"You"* means the individual or other legal entity or other business, governmental or not-for-profit organization that (A) is the original end user purchaser of a license to the Software from Juniper or a Juniper-authorized reseller, (B) accepts the terms of DIR Contract No. DIR-TSO-2641 and this Agreement, and (C) is identified as Customer or end user in the applicable Entitlement or in the authorized reseller's invoice for such license to the Software. If Software is lawfully received from Juniper or from an authorized reseller but there is no Entitlement, then "Customer" means the party that first so received the software from Juniper or its authorized reseller and accepts the terms of DIR Contract No. DIR-TSO-2641 and this Agreement. (See Section 2.k, below, with respect to license limitations where there is no Entitlement.)

e. *"Device"* means any device such as a computer, handset, tablet, laptop, server, switch or router. A Device may also be a physical or virtual machine, hardware partition or blade.

f. *"Embedded Software"* means a copy of operating system software delivered embedded in or loaded onto Juniper hardware equipment when such equipment is sold by Juniper; PROVIDED, however, that no Separately Licensable Feature incorporated in such Embedded Software shall itself be deemed licensed along with the Embedded Software unless an Entitlement expressly so provides. If the Customer has an Entitlement to an Update of such Embedded Software, then such Update is itself deemed "Embedded Software" to the extent such Update would be deemed Embedded Software without regard to this sentence had it been delivered installed on the Juniper equipment.

g. *"End-point"* means any Device that terminates a network connection.

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h. **"Entitlement"** means the set of documents issued by (or under authority granted by) Juniper that specify (i) the Software licensed (by Juniper product number), (ii) the license term, (iii) the Licensed Units, (iv) the authorized use, if any, (v) the Customer, and (vi) the license fee charged, if any, and, if none is charged, the fact that the license was granted to Customer free-of-charge.

    i. By way of illustration, "Entitlements" may be composed of, among other things, any of the following or combinations of the following, as long as together they meet the criteria of the preceding sentence: written agreement signed by Customer and Juniper, a product description in the Juniper price list, a Juniper invoice, a Juniper-issued e-certificate, a Juniper-issued email transmitting authorization codes, as to Updates, a Juniper website-posted Services Description Document, or an End User Services Agreement.

    ii. In the event of inconsistency with respect to any two Entitlement documents or between this Agreement and any Entitlement document, the one most restrictive of the rights of the Customer shall take precedence. However, the DIR Contract No. DIR-TSO-2641 shall prevail over all documents.

i. **"Juniper"** means (a) Juniper Networks (Ireland) and/or its authorized service representative(s) if Customer has acquired its license rights to the Software for use in Europe, the Middle East or Africa; (b) Juniper Networks (Hong Kong) Ltd. and/or its authorized service representative(s) if Customer has acquired its license rights to the Software for use in the Asia Pacific Rim; or (c) Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Customer has acquired its license rights to the Software for use in North America, Central America or South America.

j. **"Licensed Unit"** means a unit of measure by which Customer's licensed use of Software is limited, as specified in the Entitlement. Examples of Licensed Units include, but are not limited to, seats, users, sessions, calls, connections, subscribers, clusters, nodes, devices, links, ports, events or transactions. Licensed Units may also be based on throughput (such as gigabytes per second), performance, configuration, bandwidth, interfaces, processing, or geographic scope. Some Licensed Units are defined in this Section 1 and those definitions shall apply to all Entitlements except as otherwise expressly provided in such Entitlements. Such defined Licensed Units include: Authorized Users, Concurrent Users, Device, End-point, Managed Device, Subscriber, and User.

k. **"Managed Device"** is a Device that (1) is recognized by the Software as authorized to be configured, administered, managed, provisioned, monitored or otherwise acted upon by the Software or (2) has been configured, administered, managed, provisioned, monitored or otherwise acted upon by the Software.

l. **"Network"** means a set of networked Devices or other network elements of the Customer that are under the common management and operational control of Customer, and in the case of an internet service provider are located within a single country unless Customer's Entitlement otherwise expressly provides.

m. **"Separately Licensable Feature"** means any module, feature, function, service, application, operation, or capability furnished in combination within other Software (herein, collectively, "feature"), which feature is separately licensable from Juniper or its authorized resellers for additional fee, whether such feature is 'locked' or key-restricted or even of the feature can be activated or used without a Juniper-issued product activation key.

n. **"Software"** means an instance of a program, module, feature, function, service, application, operation, or capability of the Juniper or Juniper-supplied software either (i) identified in an Entitlement as licensed to Customer or (ii) made available to Customer by Juniper or a Juniper-authorized reseller for Evaluation Use. **"Software"** may also consist of an instance either of a Separately Licensable Feature distributed in combination with other Software and or of an Update of other Software.

o. **"Subscriber"** is a Device, individual, Customer billing record or other identity that is recognized by the Software as authorized (presently, in the past or in the future) to receive services, usage, access or content which were, are or could be provided, managed, distributed, provisioned, billed or otherwise enabled by the Software.

p. **"Subscription License"** means a license to Software with respect to which the Entitlement states a finite, fixed term of use for the Software and either identifies the license as a "subscription" or expressly includes the right to Updates throughout the fixed term of use without need to purchase a separate Support Contract.

q. **"Support Contract"** means a support services contract that includes rights to receive certain Updates of the Software, which contract is either (i) a Juniper-issued contract purchased by Customer either from Juniper or from a Juniper-authorized reseller, or (ii) a support services contract issued by a support services provider to Customer under authorization granted by Juniper.

r. ***"Update"*** means Software that is an update, upgrade, bug fix or other new releases of other Software. Updates are either ***"Major Releases"*** (meaning a revision of Software as determined by Juniper Networks to have significant additional functionality or improved performance) or ***"Minor Releases"*** (meaning a bug fix, maintenance release, service release or a revision of a software application as determined by Juniper Networks to be limited to minor additional functionality or corrections of errors). An Entitlement to Updates may for certain cases exclude Major Releases.

s. ***"Usage Monitor"*** means a network management appliance or application software furnished to Customer (or approved in writing) by Juniper for monitoring use of the Software.

t. ***"User"*** means Device, individual, Customer billing record or other identity usable to gain access to any Software functionality (whether or not such account is restricted to a particular Device). User may be an individual or another Device. In counting Users for purposes of measuring usage against the licensed number of "Authorized Users" or "Concurrent Users," if a User can access the Software through another User each such User shall be counted separately.

2. **License Grant.** Subject to payment of the applicable undisputed fees and subject to the terms of DIR Contract No. DIR-TSO-2641 and this Agreement, Juniper grants to Customer a non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, and only within the restrictions and subject to the conditions set forth in the Entitlement and those set forth in DIR Contract No. DIR-TSO-2641 and this Agreement. Unless otherwise expressly provided in the Entitlement:

    a. *Embedded Software.* Customer shall use Embedded Software solely for execution on the unit of Juniper equipment originally delivered to Customer with such Software installed. Any Update of such Embedded Software that Customer has licensed under a Support Contract may be loaded and executed only on the Juniper equipment on which the originally licensed Embedded Software is authorized to execute. Further, if Customer also licenses any Separately Licensable Feature combined with or incorporated in the Embedded Software (whether in dormant or active form), Customer may use such Separately Licensable Feature only for execution on the Juniper equipment on which the Embedded Software is authorized to execute. The license term for any such Separately Licensable Feature or Update shall be as specified in its own Entitlement. Notwithstanding any other provision of this Agreement, except as may otherwise be required by applicable law, no license is granted for installation or use of any Embedded Software or associated Update or Separately Licensable Feature on any Juniper equipment resold by anyone who is not an authorized reseller of such equipment.

    b. *Single Instance/Single Device.* Except to the extent otherwise explicitly stated in the Entitlement (including, without limitation, where the Entitlement states that the license is a "Network License") Customer shall use a single instance of the Software on a single Device and the quantity of all applicable Licensed Units shall be one (1).

    c. *Non-transferability of Licensed Units.* Unless expressly permitted by the Entitlement, quantities of Licensed Units purchased separately are not allowed to be transferred or allocated between or among different licenses or instances of the Software.

    d. *Separately Licensable Features and Updates.* Unless otherwise expressly stated in an Entitlement purchased by Customer, a license to a particular release of Software shall not entitle Customer to receive or use any Separately Licensable Feature delivered in combination with that Software or any Update of that Software. An Entitlement to a Separately Licensable Feature or to an Update may specify terms, conditions and restrictions, including different Licensed Units and different term of use, that are different than those of that underlying licensed Software; provided however, that in no event shall any such Entitlement be construed to expand implicitly any terms, conditions or restriction of use of the underlying licensed Software.

    e. *Network License.* If the Entitlement specifies that it is a Network License, Customer may allocate the applicable Licensed Units across the licensed number of Software instances provided that (i) such instances are all running on the Customer Network specified in Customer's Entitlement; (ii) the total number of Licensed Units does not exceed the number licensed under that Entitlement and (iii) a Usage Monitor is used to validate (i) and (ii) and to report such usage to Juniper. Customer shall not alter or disable the Usage Monitor at any time during the term of the network license and shall not disable, alter or destroy the Usage Monitor, its connection to Juniper or any data collected by such Usage Monitor. If the network license is granted as to a particular number of Licensed Units, then all licensed copies of the software in the Customer Network may not be used to support in the aggregate more than that number of Licensed Units.

    f. *Updates.* Except as expressly provided below in Section 2.g, below, with respect to Subscription Licenses or as otherwise expressly provided in an Entitlement or Support Contract, Customer shall have no rights in any Update to Software, nor any rights to support services associated with such Software.

g. *Specific license terms applicable to particular products:*

 i. *Junos Space Software. If this license is granted in fulfillment of a Customer purchase order (or associated fulfillment documentation) placed with Juniper or any Juniper-authorized reseller or support services provider (including any Operate Specialist) for any package of Junos Space Software, then Customer is authorized to use Junos Space in a networked environment on the Customer Network identified in the Entitlement solely to manage Devices in such Customer Network, but only to the extent of Licensed Units specified in the Entitlement. If, instead, Customer's license in a package of Junos Space Software is granted in fulfillment of a feature of a Support Contract, the scope of the license shall be as set forth in that Support Contract, an associated Service Description Document or another associated Entitlement.*

 ii. *Steel-Belted Radius or Odyssey Access Client Software. Customer 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.*

 1. *The Global Enterprise Edition of the Steel-Belted Radius Software may be used by Customer only to manage access to Customer'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.*

h. *If the Entitlement specifies "Research and Development Use", then Customer may only use the Software in Customer's own internal lab activities for research and development, excluding (A) research and development activities conducted as a paid contractor on behalf of a third party, and (B) any use of Software supporting, or installed or incorporated in whole or in part in, a product or service made commercially available or supporting live network traffic in the ordinary course of Customer's business.*

i. *If the Entitlement specifies "Lab Use", then Customer may only use the Software in Customer's own internal lab activities to evaluate and test network setup and configuration and feature testing, but excluding (A) lab testing or other activities conducted as a paid contractor on behalf of a third party, and (B) any use of Software supporting, or installed or incorporated in whole or in part in, a product or service made commercially available or supporting live network traffic in the ordinary course of Customer's business.*

j. *If there is no Entitlement, or if there is an Entitlement that specifies "Evaluation", "Demonstration" or "Trial" use then Customer may only use the Software for its internal evaluation or qualification of the Software (or the equipment in which it is embedded) and only in a development or test network environment in contemplation of potential future licensing for a commercial or other use.*

k. *Except to the extent otherwise required by applicable law or expressly provided in the Entitlement, this license is not sublicensable, transferable or assignable by Customer and any attempted sublicense, transfer or assignment shall be null and void. However, should the Texas Legislature or other governmental policy board direct organizational change to an entity, the entity must have assignable rights to the predecessor entity as directed by the legislature or governing board.*

3. **Use Prohibitions.** *Notwithstanding the foregoing, this license does not permit the Customer to, and Customer agrees that it shall not, alone or through another party: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software; (b) make copies of the Software (except as necessary for backup purposes and as otherwise expressly permitted in the Entitlement); (c) remove any proprietary notices, labels, or marks on or in the Software; (d) distribute any copy of the Software to any third party, including Embedded Software in Juniper equipment sold in any secondhand market; (e) use any feature, function, service, application, operation, or capability embedded within Software (herein, collectively, "feature") where such feature is 'locked,' key-restricted or otherwise identified as not licensed for use without paying a separate fee, unless Customer first purchases the applicable license(s) and obtains a valid authorization from Juniper supported by an Entitlement explicitly authorizing such feature; this prohibition applies even if the feature can be activated or used without a Juniper-issued product activation key; (f) distribute any product activation key for the Software provided by Juniper to any third party; (g) use the Software in any manner that extends or is broader than the uses purchased by Customer from Juniper or an authorized Juniper reseller; (h) use Embedded Software on non-Juniper equipment; (i) use Embedded Software (or make it available for use) on Juniper equipment that the Customer did not originally purchase from Juniper or an authorized Juniper reseller; (j) disclose the results of testing or benchmarking of the Software to any third party without the prior written*

> **Commented [KS1]:** This is what I was speaking to in earlier email. Are there any prohibitions that would be in conflict with Outsourcing provision? Especially the highlighted text below.

consent of Juniper; (k) attempt to alter or deface any notice or marking on any copy of the Software or attempt to assign or transfer any rights except if directed to do so by the Texas Legislature (for state agencies) under this Agreement or under any Entitlement; (l) use any Update to which Customer may otherwise be entitled if either (1) at the time of acquiring such Update, Customer does not already hold a valid license to the original Software or (2) Customer has not paid the applicable fee for the Update (or the Support Contract under which the Update is furnished); (m) deactivate or modify or impair the functioning of any Usage Monitor or any record, log or functionality designed to monitor, measure or limit use of the Software or compliance with the license terms of this Agreement; (n) unless otherwise expressly provided in the Entitlement, permit any other User to use its access to any Software features or functionality in support of any business activity in which such other User for a fee grants third parties access to such features or functionality; or (o) use the Software or permit any User or any other third party to use the Software in violation of any applicable law or regulation or to support any illegal activity.

4. **Audit.** *Customer agrees to allow Juniper or its independent professionals the right, at any times during the term of any license to any Software licensed by Juniper to Customer hereunder and thereafter until three years after the latest termination or expiration date of any such license, to inspect and copy during normal business hours the Usage Monitor logs, other Software logs and other relevant Customer records to verify Customer's compliance with this Agreement and the Entitlement; provided that any such inspection and copying shall be conducted under reasonable and customary restrictions to protect against use or disclosure of confidential Customer information therein other than as appropriate to verify Customer's compliance with the terms of this Agreement and any Entitlement and to enforce Juniper's rights thereunder.*

5. **Recordkeeping.** *Customer shall maintain accurate records as necessary to verify compliance with this Agreement. Upon request by Juniper, Customer shall furnish such records to Juniper and certify its compliance with this Agreement.*

6. **Confidentiality.** *As allowable under the Texas Public Information Act, the Parties agree that aspects of the Software and associated documentation are the confidential property of Juniper. As such, Customer shall maintain the Software and associated documentation in confidence, which at a minimum includes restricting access to the Software to Customer employees and contractors having a need to use the Software for Customer's internal business purposes.*

7. **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 sale or other transfer or conveyance of any right, title, or interest in the Software or associated documentation.*

8. **Warranty.** *Except as may otherwise be provided in the warranty posted at http://www.juniper.net/support/warranty/ applicable to the Software, and except for Software excluded from warranty coverage under subsection (f), below, Juniper warrants for the sole benefit of Customer that for a period of ninety (90) days from the Start Date, the media on which software is delivered, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions, subject to the following:*

   a. *In addition, with respect to Embedded 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) days from the date a Customer receives such Hardware product Juniper will provide the Customer that purchased such Hardware product access to one (1) download of the most recent commercially-available revision of Software that is embedded in such hardware product. Customer may download the Software by going to http://www.juniper.net/support. Such download shall be treated as though it were an Update for purposes of this Agreement. This right to download extends only to the Customer and not to any subsequent transferee of the Hardware product on which it is embedded;*

   b. *In any event,* **THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER AND THE ENTIRE LIABILITY OF JUNIPER UNDER THIS LIMITED WARRANTY SHALL BE THE REPLACEMENT OF THE MEDIA CONTAINING THE SOFTWARE.**

   c. **Restrictions:** *No warranty will apply if the Software (i) has been altered by Customer;; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed solely for Evaluation Use or demonstration use or is beta software or otherwise not commercially released. In addition, 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. Customer is solely responsible for backing up its*

programs and data to protect against loss or corruption. Juniper warranty obligations do not include installation, reinstallation or backup support.

d.   *IN NO EVENT DOES JUNIPER WARRANT THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.*

e.   *Nothing in this Agreement shall give rise to any obligation on the part of Juniper to support the Software. Support services may be purchased separately. Any such support shall be governed by a separate, written support services agreement.*

f.   ***Exclusions:*** *Software licensed for research and development use, lab use, evaluation use or demonstration use, shall be furnished "AS IS" and without warranty of any kind, expressly or implied.*

g.   ***Disclaimer of Implied Warranties.*** *EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, TO THE EXTENT PERMITTED BY LAW JUNIPER DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.*

9.   ***Exclusion of Certain Damages.*** *Any Limitation of Liability shall be handled in accordance to DIR Contract No. DIR-TSO-2641, Appendix A, Section 10K.*

10. ***Limitation of Damages.*** *Any Limitation of Liability shall be handled in accordance to DIR Contract No. DIR-TSO-2641, Appendix A, Section 10K.*

11. ***Term and Termination.***

a.   *This License is granted for the license term specified in the Entitlement, if any.*

b.   *If no license term is specified in the Entitlement, then*

i.   *As to any Embedded Software, unless the license is for Lab Use, Research and Development Use, Evaluation Use, Demonstration Use or Trial Use, the license shall be terminable only for non-payment or in accordance to DIR Contract No. DIR-TSO-2641, Appendix A, Section 11B. .*

ii. *If Software is licensed under a Subscription License, or under annual Support Contract or other time-limited basis, all rights to use such Software cease upon the expiration of the applicable subscription period or of the applicable Support Contract, subject to any renewal rights explicitly set forth in the Entitlement to the extent properly exercised by the Customer.*

iii. *As to any other Software, if the Customer has lawfully received the Software without any Entitlement, then the license term shall be thirty (30) days from date of delivery to Customer of the first copy of the Software; provided that Customer may not perform multiple downloads of Software (or otherwise take delivery of multiple successive copies of the Software) to circumvent such term limitation.*

c.   *Any breach of this Agreement (including any Entitlement) or failure by Customer to pay any applicable fees due shall result in termination of the license granted in accordance with DIR Contract No. DIR-TSO-2641, Appendix A, Section 11B.*

d.   *To the extent allowable under record retention policies and laws, upon any expiration or other termination of any license to Software, Customer's right to use the Software shall terminate and Customer shall promptly destroy or return to Juniper all copies of the Software and related documentation in Customer's possession or control.*

12. ***Taxes.*** *Taxes will be handled in accordance with DIR Contract No. DIR-TSO-2641, Appendix A, Section 8E.*
Export. *Customer agrees to comply in its use of the Software with all applicable export laws and restrictions and regulations of the 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. Customer shall be solely liable for any such violations.*

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13. **_Commercial Computer Software._** *The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consequently, regardless of whether the Customer is the US Government or a department or agency thereof, the Customer shall acquire only such rights with respect to the Software as are set forth in this Agreement and the Entitlement.*

14. **_Interface Information._** *To the extent required by applicable law, and at Customer's written request, Juniper shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of applicable fee, if any. Customer 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.*

15. **_Third Party Software Governing Law and Localized Versions of this Agreement._** *This Agreement shall be governed by the laws of the State of Texas (without reference to its conflicts of laws principles). The provisions of the U.N. Convention for the International Sale of Goods shall not apply to this Agreement.*

16. **_Miscellaneous._** *DIR Contract No. DIR-TSO-2641 and this Agreement constitute the entire and sole agreement between Juniper and the Customer with respect to the Software, and supersedes all prior and contemporaneous agreements relating to the Software, whether oral or written (including any inconsistent terms contained in a purchase order Neither any modification to this Agreement nor any waiver of any rights hereunder shall be effective unless expressly assented to in writing by the party to be charged. If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement. This Agreement and associated documentation has been written in the English language, and the Parties agree that the English version will govern unless otherwise expressly stated in applicable Country-Specific Terms.*