

**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT FOR PRODUCTS AND RELATED SERVICES**  
**JUNIPER NETWORKS (US), INC.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Juniper Networks (US), Inc. (hereinafter “Vendor”), with its principal place of business at 1194 North Mathilda Avenue, Sunnyvale, California 94089.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-209, on December 6, 2013, for Data Communications and Networking Equipment and Related Services. DIR subsequently issued a BAFO opportunity on June 5, 2014. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-209 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, End User License Agreement; Appendix E, End User Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-209, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-209, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, End User License Agreement; Appendix E, End User Support Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-209, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-209, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease

transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional terms.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to networking products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to related networking services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**C. Business Operations Transfer (Outsourcing)**

Notwithstanding any other provision of the Contract, a Customer may contract with a facilities management firm ("Outsourcer") to operate the licensed programs on behalf of the Customer provided such operation is either on the Customer's hardware and operating system or the same or comparable hardware and operating system at Outsourcer's site, and provided further (i) the Customer hereby assumes all responsibility for the confidentiality of all confidential information and protection of Juniper's proprietary rights, and (ii) the Customer shall give Juniper written notice of all licensed programs to be managed by Outsourcer at the same time as entering into such a contract, and (iii) the Customer assumes all liability for shipping the licensed programs to Outsourcer's site and return of the licensed programs to the Customer's

site, and (iv) in no event shall Outsourcer be allowed to copy the licensed programs or be granted general development use access to the licensed programs except as specified herein and (v) to the extent allowable under Texas Law, the Customer agrees to indemnify Juniper of (a) any claims or demands brought against Juniper or its directors, employees or agents arising from or in connection with any such services provided by Outsourcer, or (b) Outsourcer's failure to abide by the terms and conditions of the Contract.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Roxanne Bieniek, Program Manager  
Juniper Networks (US), Inc.  
10 Technology Park Drive  
Westford, MA 01886  
Phone: (978) 589-0636  
Facsimile: (978) 589-0142  
Email: [rbieniek@juniper.net](mailto:rbieniek@juniper.net)

## 7. Software License, Service and Leasing Agreements

### A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the End User License Agreement set forth in Appendix D of this Contract. No changes to the End User License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D. Order Fulfiller shall make the End User License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the End User License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the End User License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the End User License Agreement terms and conditions.

### B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

### C. Service Agreement

Services provided under this Contract shall be in accordance with the End User Support Agreement as set forth in Appendix E of this Contract. No changes to the End User Support Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

### D. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix F of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

### E. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix G of this Contract for DIR authorized entities as Lessees that

are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

**F. Conflicting or Additional Terms**

In the event of a conflict between the terms of the Vendor Software License Agreements, Service Agreements or linked or supplemental documents and the Contract which amend or diminish the rights of DIR Customers or the State provided for in the Contract, such conflicting terms shall not take precedence over the terms of this Contract. In no event will any linked document alter or override any term of the Contract, nor will it change fees, prices, or the method of computing any of the foregoing.

**8. Authorized Exceptions to Contract or any Appendices.**

**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.

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

This Contract is executed to be effective as of the date of last signature.

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

**Authorized By:** Signature on File

**Name:** Mitchell L. Gaynor

**Title:** Executive Vice President

**Date:** 8/18/14

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

**Authorized By:** Signature on File

**Name:** Karen Robinson

**Title:** Executive Director

**Date:** 8/21/14

**Office of General Counsel:** drb 8/21/14