



## CLOUD AND AUTOMATION ACADEMY AGREEMENT

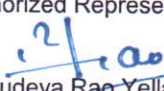
This Juniper Networks Cloud and Automation Academy Agreement ("**Agreement**") is entered into between Juniper (as defined below) and Sreenidhi Institute of Science and Technology ("**JNCAAM**") (each individually, a "**Party**", and collectively, the "**Parties**"). This Agreement shall be effective as of date last signed by a party below ("**Effective Date**").

The Parties agree as follows:

1. **Scope.** This Agreement sets forth the terms and conditions for membership in the JNCAA program.
2. **Appointment of JNCAAM**
  - 2.1. **Membership Appointment.** Subject to the terms and conditions of this Agreement, Juniper hereby appoints JNCAAM as a member in the JNCAA program. Juniper will provide JNCAAM access to the Course Materials and Authorized Courses through the JNCAA Website and Juniper Networks Learning Portal. Access to Juniper's hosted lab facilities is limited and must be granted through the Program Manager. If JNCAAM chooses to teach its students, JNCAAM may gain broader access to the Juniper Networks Education Services training materials, including lab topologies and configurations, instructor notes, and train the trainer videos. JNCAAM students may earn Juniper professional certification, by earning a discounted voucher through a pre-test at the end of each Authorized Course. At Juniper's sole discretion, membership status, requirements, guidelines, and restrictions are subject to change at any time.
  - 2.2. **Non-exclusive Appointment.** Any appointment of JNCAAM under this Agreement is non-exclusive.
3. **Term.** This Agreement shall commence on the Effective Date and will have an initial term until the June 30<sup>th</sup> immediately following the Effective Date ("**Initial Term**"). After the Initial Term, on July 1<sup>st</sup> 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.
4. **No Membership Fee; Indirect Purchasing.**
  - 4.1. **No Membership Fee.** Membership in the JNCAA program is on a no-fee basis and no direct payments to Juniper are due under this Agreement.
  - 4.2. **Indirect Purchasing.** JNCAAM may purchase Juniper hardware, software, services, and cloud services (collectively, "**Lab Equipment**") through an Authorized Reseller. To the extent permitted by law, Juniper will use commercially reasonable efforts to work with its Authorized Resellers to ensure that such Authorized Resellers extend to JNCAAM the minimum discounts for hardware and software off of Juniper's then-current Master Price List as set forth on the JNCAA Website. JNCAAM shall negotiate all commercial transactional terms and conditions of indirect purchases with the Authorized Reseller, including, but not limited to, payment, ordering, cancellations and rescheduling, delivery, and taxes. JNCAAM acknowledges that Juniper will not be a party to any contract or other arrangement between an Authorized Reseller and JNCAAM.
5. **Membership Obligations, Requirements, and Restrictions**
  - 5.1. **Membership Obligations.** In order to maintain membership status and continued participation in the JNCAA program, JNCAAM must comply with the terms and conditions in this Agreement and all Online Policies, Guidelines and Procedures. All Authorized Courses are subject to the terms and conditions on the Juniper Networks Learning Portal. JNCAAM must regularly check the JNCAA Website for announcements, instructions, and directions to perform its obligations under this Agreement.
  - 5.2. **Lab Equipment.** Should JNCAAM purchase Juniper Lab Equipment, JNCAAM may only use such Lab Equipment for the purpose of providing instruction to students and teaching students pursuant to terms of this Agreement and not for any other purpose whatsoever. JNCAAM's failure to comply with this Section 5.2 shall be deemed a material breach of this Agreement and the end user license agreement that accompanies such Lab Equipment, and shall be grounds for immediate termination for cause of this Agreement and the accompanying software license.
  - 5.3. **Educational Institution.** Throughout the Term of this Agreement, JNCAAM must maintain its standing and qualification as a recognized educational institution, such as Academic Research Institution, University, College and Junior College, vocational or technical school, high school or academic foundation; including, military training command and professional organization that regularly provide on-going continuing education and training to technology professionals.
  - 5.4. **Use of Course Materials in combination with non-Course Materials.** JNCAAM instructors may use non-Course Materials, such as JNCAAM or third party developed course materials, with Course Materials in the classroom for instruction and teaching of students; provided, use of such materials does not infringe on third parties rights and does not replace, conflict with, or distract

- 14.17. "Juniper Networks Learning Portal" means the online learning portal available at <https://learningportal.juniper.net>.
- 14.18. "Juniper's Website" means [www.juniper.net](http://www.juniper.net), including, but not limited to, the JNCAA Website and the Juniper Networks Learning Portal.
- 14.19. "Juniper" means, if Course Materials and/or Authorized Courses are provided by Juniper to a location in: (a) North America, Central America or South America, Juniper Networks (U.S.), Inc., (b) United Kingdom, Juniper Networks (U.K.) Limited; (c) India, Juniper Networks Solution India Private Limited; (d) Australia, Juniper Networks Australia Pty Ltd; or where a location is not listed above, Juniper Networks International B.V.
- 14.20. "Juniper Privacy Policy" means the Juniper Privacy Policy posted at the following URL: <https://www.juniper.net/us/en/privacy-policy/>.
- 14.21. "Laws" means laws, ordinances, codes, rules, standards, and regulations of any territory or jurisdiction.
- 14.22. "Onboarding Information" means information that Juniper provides to the JNCAAM (as updated from time to time) for the purposes of transacting under this Agreement and, in the case where JNCAAM provides information to Juniper, may include End User Data.
- 14.23. "Online Policies, Guidelines and Procedures" means, without limitation, any policies, guidelines, or procedures, that are applicable to the JNCAA program, referenced in this Agreement, and/or posted at Juniper's Website.
- 14.24. "Program Manager" means the JNCAA manager responsible for oversight of the JNCAA program, as designated by Juniper. The Program Manager may, in Juniper's sole discretion, be changed from time-to-time.
- 14.25. "Territory Law" means: (a) in the case where all of the Parties to this Agreement are incorporated in India, the laws of India and, subject to section 13.2, the Parties consent to the personal and exclusive jurisdiction of the courts in New Delhi; or (b) in all other cases, the laws of the State of California without regard to its conflict of laws principles or to the U.N. Convention on Contracts for the International Sale of Goods, the application of which is hereby excluded and any disputes arising out of this Agreement, the Parties consent to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California.

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

<b>Juniper</b> (as defined in section 14.19 above)	Sreenidhi Institute of Science and Technology <b>(JNCAA Member Name)</b>
_____ (Authorized Representative – Signature)	_____ (Authorized Representative – Signature)
_____ (Authorized Representative – Printed)	 Vasudeva Rao Yellapu (Authorized Representative – Printed)
_____ (Title) (Date)	_____ Director (Title) (Date)



Juniper Networks  
*Business*  
 Approved As To Form  
 Business