



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR229

Starting Date: 6/1/2014

Expiration Date: 5/31/2020

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Juniper Networks (US), Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The attached Warranty for Mist Access Points is amended into the master agreement as Attachment E, and is applicable to the MIST products (i.e., access points) sold under the master agreement.

Effective Date of Amendment: 5/8/2019

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:

Sabiha Chunawala

May 16, 2019

Contractor's Signature

Date

Christopher Hughes May 20, 2019

Christopher Hughes (May 20, 2019)

Director, State of Utah Division of Purchasing

Date

Sabiha Chunawala

Contractor's Name (Print)

Vice President & Deputy General Counsel

Title (Print)

Juniper Networks, Inc.
Legal Department

T. D. Denting

Approved As To Form

Tim Denting

MA-OB-00450-2019

For Division of Purchasing Internal Use

Purchasing Agent

Phone #

E-mail Address

Contract #

Solomon Kingston

801-538-3228

skingston@utah.gov

AR229



Mist Systems, Inc. Warranty for Mist Access Points



Wi-Fi Assurance



BLE Engagement



BLE Asset Visibility

A. Warranty

Mist warrants that it will comply with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, and delivery of the Mist Access Points ("Mist AP").

Mist warrants the Mist APs to be free from defects in material and workmanship under normal use and to perform in accordance with the Mist AP documentation as published by Mist until Mist announces the end of life for each specific model of the Mist AP*. Thereafter, and for as long as the Mist AP is covered by a subscription to the Mist Dashboard, Mist will provide the remedies set forth in Part B for any Mist AP that fails to conform to this warranty, subject to the conditions set forth in Part C. For discontinued Mist AP models, the remedies are available for up to five (5) years from the end of life date as published by Mist, and provided Customer maintains an active subscription to the Mist Dashboard for such Mist AP.

*The warranty period for the Mist AP61 is limited to one (1) year from the date of delivery and the remedies set forth in Part B do not apply following expiration of the warranty period.

B. Warranty Remedy

In the event the Mist AP fails to conform to the warranties set forth above, Customer will have the right to return any defective or non-conforming Mist AP for refund or replacement. Upon receipt of notification from Customer of a defective or non-conforming Mist AP, Mist will confirm by remote diagnostics that such Mist AP requires replacement. If Mist determines that the Mist AP requires replacement, Mist will issue a Return Materials Authorization (RMA) form to Customer with instructions on how to return the AP to Mist. Mist will ship replacement Mist APs at Mist's costs, DDP (Incoterms 2012), to Customer.

Customer must ship all Mist APs for which an RMA has been issued to Mist within thirty (30) days of the date of the RMA. Mist APs must be returned to an authorized Mist service facility in the original packaging or packaging adequate for shipping, accompanied by proof of sale showing the date of purchase and the Mist RMA number. Customer will pay the transportation charges for the return of the defective Mist APs to Mist, with exception of a Mist AP that is reported to Mist within 30 days of delivery as being defective in which case, Mist will pay the cost to return the Mist AP.

If Customer reports to Mist a defective Mist AP within 30 days of delivery, then Mist will ship to Customer an advance replacement at Mist's cost in exchange for the defective Mist AP delivered to Customer. To avoid additional charges, Customer must return the defective Mist AP within 15 days of receipt of the replacement Mist AP.

Any Mist APs returned to Mist pursuant to a valid RMA shall be subject to review and inspection by Mist upon receipt of such returned Mist APs. If Mist determines that the defect is subject to one of the exceptions set forth in Part C, Mist will invoice Customer for the costs of shipping the replacement unit.

Customer's sole right and remedy for breach of the foregoing warranty is to replace any defective Mist AP that is returned to Mist in accordance with Mist's then-current return policy.

C. Warranty Conditions

This warranty is conditioned upon proper use of the Mist APs, and (i) does not cover minor scratches to plastic surfaces and other externally exposed components, and (ii) will not cover: (a) defects or damage resulting from accident, unusual physical, electrical or electromechanical stress, modification of the Mist APs or any part



thereof; (b) defects or damage from unauthorized or improper testing, operation, maintenance, installation, servicing or adjustment of the Mist APs. Opening the Mist AP enclosure or modification to the Mist AP will void the warranty.

D. Post-Warranty Remedies & Conditions

For as long as Customer maintains a subscription to the Mist Dashboard for Customer's Mist APs, Mist will respond to requests for technical support, provide updates and bug fixes. Upon expiration of the warranty period, Customer will continue to receive the remedies set forth in Part B for as long as Customer maintains a subscription to the Mist Dashboard service for the Mist AP. In the event the Customer allows its subscription to lapse for more than thirty days, Customer will be required to renew and pay for its Mist Dashboard subscription from the date of expiration in order for the warranty to apply and for support services to be available. If the Mist Dashboard subscription has expired for more than six months, Customer will not be permitted to renew Customer's subscription without the prior written consent of Mist. After expiration of the warranty period, replacement Mist APs may be new or refurbished in Mist's sole discretion.

E. Warranty Disclaimer

MIST DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ON MIST APs INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR SPECIFIC PURPOSE.