



CLOUD AND AUTOMATION ACADEMY AGREEMENT

This Juniper Networks Cloud and Automation Academy Agreement ("Agreement") is entered into between Juniper (as defined in section 14.19 below) and the party identified in the Company Particulars below ("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").

Company Particulars	
Company Name	K. Ramakrishnan College of Engineering (Autonomous)
Company Address	Samayapuram, Trichy, Tamil nadu – 621112, India
Company Contact and Email Address:	Dr. D. Srinivasan, Principal Email: principal@krce.ac.in

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 Junos Learning Portal. Access to Juniper's hosted lab facilities is limited and must be reserved through the Program Manager in advance. 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 at no cost, by earning a 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 30th immediately following the Effective Date ("**Initial Term**"). After the Initial Term, on July 1st 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 Junos 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 from Course Materials or the underlying purpose and objective of this Agreement to instruct and teach Authorized Courses to students. Authorized Course names and numbers must be referenced accurately by JNCAAM, and all non-Course Materials used for instruction and teaching must be clearly identified as such and differentiated from Courses Materials.
- 5.5. Prohibited Use of Courses Materials. JNCAAM shall not offer to instruct or teach, distribute, or sell any training course for Juniper's products and/or services (including, without limitation, any instructor-led or self-study course) that, in the sole judgment of Juniper, competes with the underlying purpose and intention of this Agreement, which is to authorize JNCAAM to instruct and teach students Authorized Courses. JNCAAM shall follow written instructions of the Program Manager respecting its instruction or teaching, distribution, or selling any training course materials relative to Juniper's products and/or services that, in the sole judgment of the Program Manager, is not in the best interests of the underlying purpose and intent of this Agreement.
- 5.6. Course Materials. JNCAAM shall encourage students to obtain current Course Materials provided via the Junos Learning Portal. From time-to-time, additional materials may be added to list of Authorized Courses. JNCAAM shall not reproduce or copy Course Materials in any media or format, unless prior written authorization is obtained from Juniper.
- 5.7. Student Satisfaction. JNCAAM shall endeavor to ensure high-level of student satisfaction with its course delivery and curricula by offering high quality instructional and educational classes that include regular and significant exposure to Juniper's technologies.
6. **Confidential Information.**
- 6.1. Scope. "Confidential Information" means all information disclosed, directly or indirectly, to the other party (the "Receiving Party") and labeled as confidential or proprietary, stated at the time of oral disclosure to be confidential or proprietary, or by the nature of the information and the circumstances of the disclosure, the Receiving Party should reasonably infer to be confidential or proprietary. Confidential Information does not include information which: (i) is or becomes generally known through no fault of the Receiving Party; (ii) is known to the Receiving Party at the time of receipt, as evidenced by the Receiving Party's records; (iii) is hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) is independently developed, as evidenced by contemporaneous records by the Receiving Party without use of or reference to such Confidential Information.
- 6.2. Protection. The Receiving Party will use a reasonable degree of care to maintain all Confidential Information to accomplish the purposes of this Agreement or as otherwise agreed in writing by the disclosing Party. The Receiving Party will not disclose to any third party nor use Confidential Information for any unauthorized purpose. The Receiving Party may only disclose Confidential Information: (i) to its employees and representatives that have a need to know to accomplish the purposes of this Agreement; and (ii) in response to a valid order of a court or other governmental body or as otherwise required by law to be disclosed, provided the Receiving Party, to the extent legally permissible, gives sufficient notice to the disclosing party to enable the disclosing party to take protective measures. Except as otherwise expressly set forth in this Agreement, no rights or licenses to intellectual property in Confidential Information is granted by either Party under this Agreement, whether express, implied or otherwise, to the other Party. The obligations imposed on the Receiving Party shall survive the expiration or termination of this Agreement.
7. **Data Protection**. All data collected, processed, and/or used in connection with this Agreement is subject to the Juniper Privacy Policy. Juniper shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of End User Data as described in the applicable Documentation. To the extent End User Data includes Personal Data, as defined in the Data Protection Agreement ("DPA") located at <https://www.juniper.net/us/en/privacy-policy/customer-dpa/>, the terms of the DPA are hereby incorporated by reference and shall apply.
8. **Ownership Rights and License Grants.**
- 8.1. Ownership of Course Materials, Derivative Materials, and Software.
- 8.1.1. Juniper has and shall have sole right, title, and ownership to all copyrights and other intellectual property rights in Authorized Courses, Course Materials, and Derivative Materials.
- 8.1.2. If applicable, JNCAAM may create Derivative Materials solely for purposes of developing classroom materials for use in Authorized Courses; provided, however, JNCAAM shall not make any Derivative Materials based in whole or in part on any software furnished by Juniper.
- 8.1.3. JNCAAM agrees to assign, and does hereby assign, to Juniper, all of its copyrights and other intellectual property rights, if any, in Derivative Materials, and shall execute such documents and perform such other acts as Juniper may reasonably request from time to time, to enable Juniper to perfect and protect its rights in Derivative Materials.
- 8.1.4. Upon completion of any Derivative Materials, JNCAAM shall promptly deliver to Juniper a sample copy of such materials; provided, however, that JNCAAM may do so without infringing any third party rights; otherwise, it shall not

make such delivery, but shall instead promptly identify such third parties and their rights with priorwritten notice to Juniper.

8.1.5. All software furnished by Juniper under this Agreement will remain the sole and exclusive property of Juniper, or, as the case may be, its third party licensors, and shall be subject to the terms and conditions of Juniper's software license agreement.

8.1.6. Anti Piracy. JNCAAM shall not engage in the manufacture, use, distribution, supply, marketing, or promotion of any counterfeit, pirated, or illegal Juniper products, including, but not limited to, software or Course Materials, and if suspected or accused of being involved in such activities, will assist Juniper as reasonably necessary in the investigation and resolution of the matter.

8.2. Mutual Trademark License Grants

8.2.1. License Grant to JNCAAM. Provided JNCAAM obtains specific prior written approval and authorization from Program Manager, at such time, Juniper thereby grants to JNCAAM, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by Juniper ("**Juniper Marks**") solely in connection with and to the extent reasonably necessary for the promotion of its classes to instruct and teach students as contemplated under this Agreement. As contemplated in this Agreement, JNCAAM may market availability of classes for Authorized Courses to potential students using only Juniper Marks. JNCAAM will not remove or alter the Juniper or its third-party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to JNCAAM under this Agreement.

JNCAAM will use the Juniper Marks in accordance with Juniper's trademark guidelines or style guide and if requested by Juniper, furnish to Juniper all promotional, advertising, or other materials that refer to or display any Juniper Marks for Juniper's review and approval. Use of the Juniper Marks does not create in JNCAAM's favor any right, title, or interest in Juniper Marks or in continuing rights to promote and market Authorized Courses, or to instruct or teach Course Materials as contemplated in this Agreement. JNCAAM agrees to cooperate with Juniper if Juniper seeks to proceed with any infringement action regarding such rights.

8.2.2. License Grant to Juniper. Provided Juniper obtains specific prior written approval and authorization from the instructor designated to act as the primary point of contact with Program Manager, at such time, JNCAAM thereby grants to Juniper, without charge, a nonexclusive, nontransferable right to use and display the trademarks, service marks, and logos claimed by JNCAAM ("**JNCAAM Marks**") solely in connection with and to the extent reasonably necessary for the promotion of the JNCAA program to potential members. Juniper will not remove or alter the JNCAAM or its third party licensors', as the case may be, copyright notices, trademarks, or packaging found on any materials furnished to Juniper under this Agreement.

Juniper will use the JNCAAM Marks in accordance with JNCAAM's trademark guidelines or style guide and if requested by JNCAAM, furnish to JNCAAM all promotional, advertising, or other materials that refer to or display any JNCAAM Marks for JNCAAM's review and approval. Use of the JNCAAM Marks does not create in Juniper favor any right, title, or interest in JNCAAM Marks or in continuing rights to promote and market the JNCAA program as contemplated in this Agreement. Juniper agrees to cooperate with JNCAAM if JNCAAM seeks to proceed with any infringement action regarding such rights.

9. **Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Juniper, its employees or agents, JNCAAM will, as permitted by applicable law, indemnify, defend and hold harmless Juniper and its directors, officers, employees, shareholders, agents, and affiliates (the "**Indemnitees**") from any and all losses, damages, liabilities, judgments, settlements, interest, penalties, fines, costs, and expenses of whatever kind, including attorney's fees, arising out of any third-party claims resulting from misappropriation of Juniper's intellectual property, whether actual or alleged. THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE SHALL APPLY IN EACH CASE WHETHER OR NOT CONTRIBUTED TO, OR CAUSED IN PART BY, THE ACTIVE OR PASSIVE NEGLIGENCE OR FAULT (OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF JUNIPER, ITS EMPLOYEES, OR AGENTS. Notwithstanding anything to the contrary set forth in this Section, (i) an Indemnitee may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and (ii) JNCAAM will not enter into any settlement agreement on terms that would diminish the rights provided to the Indemnitee, accept any liability, or increase the obligations assumed by the Indemnitee under this Agreement, without the prior written consent of the Indemnitee.

10. **Limitation of Liability.** IN NO EVENT SHALL JUNIPER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, THOSE RESULTING FROM ACCESS TO THE AUTHORIZED COURSES, THE USE OF COURSE MATERIALS, OR FOR ANY OTHER REASON. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN EVERY INSTANCE INVOLVING INACCURACIES OR MISTAKES IN AUTHORIZED COURSES OR COURSE MATERIALS, AS REASONABLY DETERMINED BY JUNIPER IN ITS SOLE DISCRETION, JUNIPER'S SOLE RESPONSIBILITY AND JNCAAM'S SOLE REMEDY SHALL BE CORRECTION OR REPLACEMENT OF SUCH AUTHORIZED COURSES OR COURSE MATERIALS BY JUNIPER IN A REASONABLE AMOUNT OF TIME.

11. **Warranty Disclaimer.** Except as expressly set forth in this Agreement, and to the extent permitted by applicable Law, JUNIPER (ON BEHALF OF ITSELF AND ITS AFFILIATES) MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE AUTHORIZED COURSES, COURSE MATERIALS, OR OTHER MATERIALS

PREPARED AND SUPPLIED BY OR ON BEHALF OF JUNIPER UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE POTENTIAL RISKS AND BENEFITS OF ENTERING INTO THIS AGREEMENT AND OF PERFORMING UNDER THIS AGREEMENT. JNCAAM ACKNOWLEDGES THAT IT HAS IN NO WAY RELIED ON ANY ASSURANCES OR REPRESENTATIONS OF JUNIPER OR ANYONE PURPORTING TO ACT ON ITS BEHALF REGARDING THE POTENTIAL FUTURE BUSINESS, PROFITS, OPPORTUNITIES, REVENUES, COSTS OR CAPITAL INVESTMENTS.

12. Termination.

- 12.1. Either party may terminate this Agreement for cause if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days following receipt of written notice of termination from the non-breaching party, whereupon, such termination shall be effective immediately at end of the ten (10) day cure period.
- 12.2. Either party may terminate this Agreement without cause by providing the other party with no less than ninety (90) days advance written notice.
- 12.3. Effect of Termination. Upon termination of this Agreement:
- 12.3.1. Each party shall promptly return to the other party, or destroy upon the disclosing party's written approval, all Confidential Information of the disclosing party in its possession or control, and shall provide the disclosing party with a written certification signed by one of its officers certifying to the return or destruction, of such Confidential Information.
- 12.3.2. JNCAAM shall promptly discontinue use of the Juniper Marks and return to Juniper all materials and uses containing such Juniper Marks, and Juniper shall promptly discontinue use of the JNCAAM Marks and return to JNCAAM all materials and uses containing such JNCAAM Marks. Each party shall provide the other party with a written certification signed by one of its officers certifying to the return or destruction, of the other party's marks identified herein.
- 12.3.3. As instructed and requested by Program Manager, within thirty (30) days after termination of this Agreement, JNCAAM shall return or destroy all materials, documents, plaque(s), etc., related to the JNCAA program. If Program Manger authorizes destruction of such materials, JNCAAM shall provide Juniper with a written certification signed by one of its duly authorized officers or high-ranking executive, management or representative employee certifying the destruction of all such materials.
- 12.4. No Damages for Termination. Neither party will be liable to the other party for any claims or damages of any kind arising out of the termination of this Agreement in accordance with this Section 12, including any incidental or consequential damages, including without limitation any compensation, reimbursement for the loss of prospective profits, anticipated sales or goodwill. However, termination will not extinguish any liability of either party arising before termination of this Agreement.

13. Miscellaneous.

- 13.1. Governing Law. This Agreement shall be interpreted and governed by the Territory Law.
- 13.2. Dispute Resolution. If section 14.25(a) applies:
- (1) any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Arbitral Tribunal shall consist of a sole Arbitrator. The language of the arbitration shall be English;
 - (2) nothing in this section 13.2 shall preclude any party from seeking interim relief(s) or order(s) for interim preservation in the courts of the Territory Law ("Territory Court"), and the parties agree to submit to the exclusive jurisdiction of the Territory Court for this purpose. The parties agree that any such application to the Territory Court shall not be considered as demonstrating an intention to act inconsistently in any way with these terms to settle disputes by arbitration in accordance with this section 13.2;
 - (3) notwithstanding sections 13.2(1) and 13.2(2), either party may seek interim injunctive relief in the Territory Court with respect to any alleged breach of confidentiality or such party's intellectual property or proprietary rights; and
 - (4) the Parties agree that any disputes arising out of or in connection with this Agreement which the Territory Law specifically prohibits from being resolved by arbitration, shall be subject to the exclusive jurisdiction of the Territory Court and the Parties agree to submit to the exclusive jurisdiction of the Territory Court in respect of all disputes that cannot be resolved by arbitration.
- 13.3. Compliance with Laws. JNCAAM and its personnel shall always comply with the Compliance Rules.
- 13.4. Force Majeure. Neither Party will be responsible for any failure or delay in performance due to causes beyond its reasonable control, provided such Party promptly notifies the other Party in writing of such event.
- 13.5. Assignment. JNCAAM may not assign or delegate or otherwise transfer its licenses, rights, or duties under this Agreement except with the prior written consent of Juniper. Any attempted prohibited assignment will be void. Juniper may assign, sub-contract or delegate any or all of its rights and/or its obligations under this Agreement to any Affiliate of Juniper without the consent of JNCAAM. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

- 13.6. Notices. Any notices related to this Agreement must be in writing and sent by registered mail or receipted courier service, in the case of: (i) Juniper, to the Address Details; and (ii) the JNCAAM, to the address provided by the JNCAAM. Juniper may permit other notification methods as described in the Onboarding Information. Notices may also be posted on the relevant Juniper website.
- 13.7. Severability, Remedies, Waiver. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Except as otherwise expressly provided herein, the remedies contained herein are cumulative and in addition to any other remedies at law or equity. A Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that or any other provision of this Agreement.
- 13.8. No Third-Party Beneficiaries. This Agreement does not constitute a third party beneficiary contract and, unless expressly and specifically stated in this Agreement, shall not be construed to be for the benefit of any person or entity not a party hereto, and no such person or entity shall have any license, right, or claim in connection with this Agreement.
- 13.9. Guidelines and Policies. Juniper may at any time modify any Online Policies, Guidelines and Procedures effective when posted to the applicable site, provided that no such modification shall affect the provision of Authorized Courses or Course Materials prior to the effective date of such modification. By accessing or using Authorized Courses or Course Materials under this Agreement, JNCAAM understands that it is bound by Juniper's then-current version of its Online Policies, Guidelines and Procedures.
- 13.10. Entire Agreement, Amendment. This Agreement, including any attachments, URLs, and Online Policies, Guidelines and Procedures incorporated by reference herein, constitute the entire agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the relevant authorized representatives of each of the Parties.

14. Glossary

- 14.1. "Address Details" means the Juniper corporate address as set forth at <https://www.juniper.net/us/en/contact-us/corporate-counsel/>, but does not include any email address (if listed).
- 14.2. "Affiliate" of a party means, any entity and its successors controlled by, controlling, or under common control with, such party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.
- 14.3. "Authorized Course(s)" means all Juniper certification courses at the associate and specialist certification levels listed at https://jncaa.juniper.net/wp-content/uploads/JNAA-Paths_062218.pdf and located on the Junos Learning Portal.
- 14.4. "Authorized Reseller" means a reseller of Lab Equipment that sells Lab Equipment contracts to End Users pursuant to a valid contract with Juniper to conduct such resale activities.
- 14.5. "Business Partner Code of Conduct" means the code of conduct which is located and accessible at <http://www.juniper.net/assets/us/en/local/pdf/additional-resources/business-partner-code-of-conduct.pdf>.
- 14.6. "Codes" means: (a) Juniper's Business Partner Code of Conduct; and (b) any other policies, guidelines, or references that Juniper makes available to JNCAAM from time to time.
- 14.7. "Compliance Rules" means: (a) Laws; (b) any legislation or regulation with respect to anti-bribery, anti-slavery, anti-corruption (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act) or anti-terrorism; (c) any Export Laws; and (d) any Codes.
- 14.8. "Course Materials" means materials or other intellectual property developed by Juniper for distribution to and use by JNCAAM and/or JNCAAM students; and include, but are not limited to, online materials provided via the Juniper Learning Portal and the JNCAA Website, course books, Juniper instructor guides and other reference and supporting materials and documentation used for instruction and teaching students, and Derivative Materials.
- 14.9. "Derivative Materials" means any and all derivative materials (within the meaning of Section 101 of the U.S. Copyright Act of 1978, as amended) based on any Course Materials or other copyrightable works of Juniper, whether created by Juniper or JNCAAM.
- 14.10. "Documentation" in any form whatsoever, means any Juniper manuals, materials, guides, specifications, tables, charts, diagrams, pictures, schematics, plans, methods, reports or testing procedures, and any information required for training or education purposes and includes any updates, changes, or derivatives of any of the foregoing.
- 14.11. "End User" means the person or organization that originally purchases, leases or licenses Lab Equipment from an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- 14.12. "End User Data" means all information submitted by JNCAAM to Juniper and may include third party data that JNCAAM submits to Juniper.

- 14.13. "Export Laws" means any export and import controls and trade sanctions as described at <https://www.juniper.net/assets/us/en/local/pdf/additional-resources/juniper-networks-shipping-terms-exhibit.pdf>.
- 14.14. "JNCAA" means the Juniper Networks Cloud and Automation Academy.
- 14.15. "JNCAAM" means the Party referenced in the Preamble participating in the JNCAA program under this Agreement.
- 14.16. "JNCAA Website" means the JNCAA website located at <https://jncaa.juniper.net/>.
- 14.17. "Junos Learning Portal" means the online learning portal available at <https://learningportal.juniper.net>.
- 14.18. "Juniper's Website" means www.juniper.net, including, but not limited to, the JNCAA Website and the Junos 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 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.

