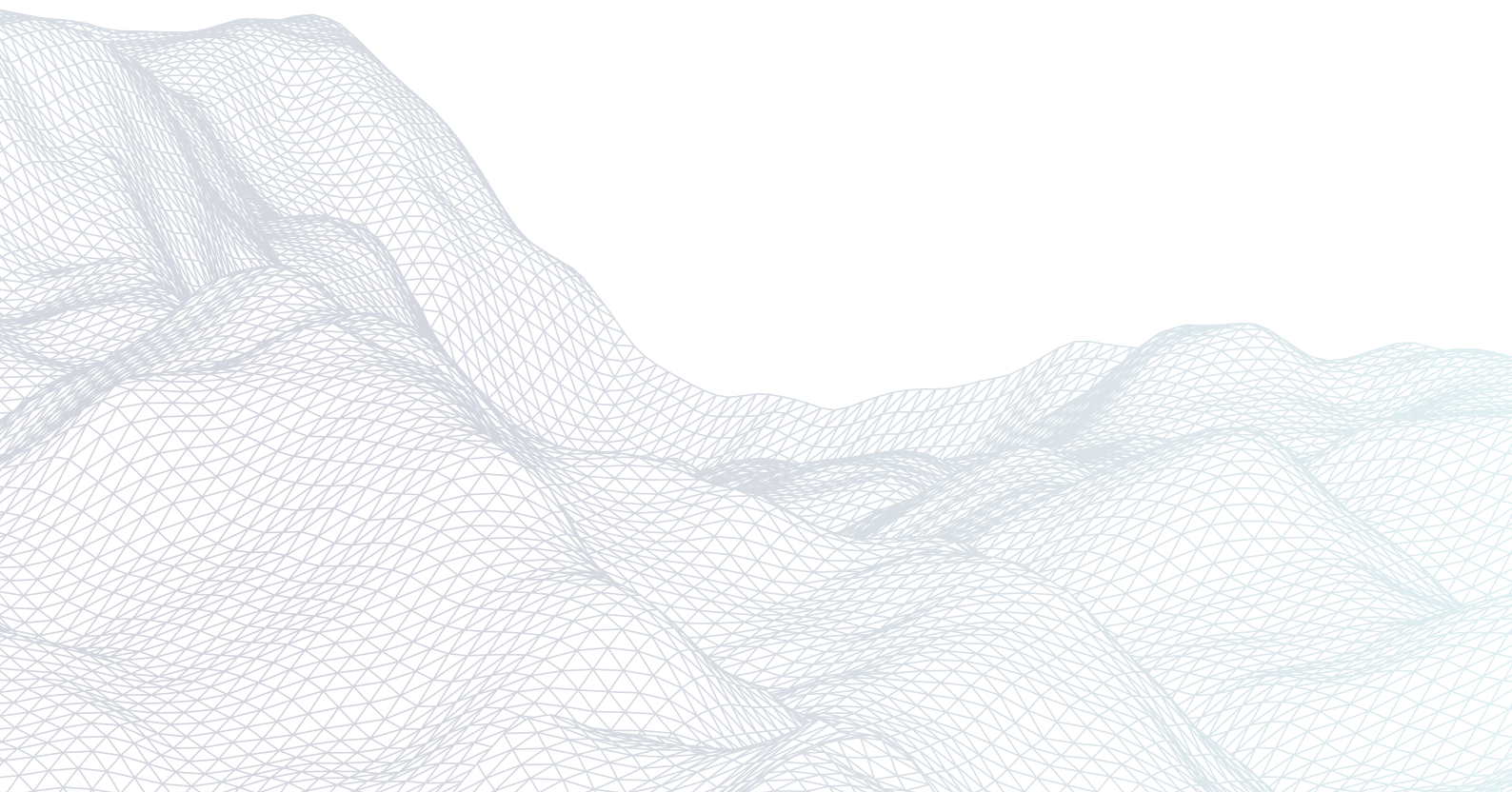




# ICT-Care End User Support Agreement



# END USER SUPPORT TERMS AND CONDITIONS

## 1. DEFINITIONS

In this Agreement, the following definitions shall apply:

- A. "Advance Hardware Replacement Support Plan" means an advance hardware replacement support plan as described on Attachment A that has been purchased by Customer.
- B. "Agreement" means (1) the End User Support Terms and Conditions; (2) Attachment A – End User Support Plan Descriptions; and (3) Attachment B – System Information. All attachments are incorporated into and become a part of this Agreement.
- C. "Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. EST or AEST, excluding regional Holidays.
- D. "Customer" means the person or organization that originally purchases Support services from ICT Networks.
- E. "ICT-WebCare" means ICT Networks web-based support available at the URL: <http://www.ictnetworks.com.au> that provides the Customer access to a database of Software releases, technical tools, frequently asked questions, documentation, technical notes, product information, bug reporting and resolution.
- F. "Documentation" means user manuals and technical notes provided by ICT Networks for use with the Software and Hardware.
- G. "Hardware" means Juniper Networks' equipment and hardware that have been supplied to Customer by ICT Networks as an authorised reseller.
- H. "Hardware Replacement Support Plan" means Hardware replacement support options set forth on [Attachment A](#).
- I. "ICT-TAC" means the ICT Networks Technical Assistance Centre, which is staffed by trained engineers responsible for answering technical questions, diagnosing system problems, and providing Work Around as needed.
- J. "Problem Resolution" means a resolution to a Problem that (i) causes Software and Hardware to substantially conform with the Documentation, and (ii) restores the service and operation of the System without any material loss of functionality. Any Problem Resolution required hereunder will be delivered to Customer in the equipment vendors next regularly scheduled major Software Release.
- K. "Problem" means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem.
- L. "Priority 1 Problem" means any fault in a System that causes a catastrophic impact to mission critical functionality. Examples of Priority 1 Problems include total loss or continuous instability of mission critical functionality, Customer's production network or system is down causing Customer's end users to experience a total loss of service, or instability to use a feature or functionality that is currently relied upon for mission critical functionality.
- M. "Priority 2 Problem" means any fault in a System that causes a significant impact to mission critical functionality. Examples of Priority 2 Problems include issues that are impairing, but not a total loss of mission critical functionality, intermittent issues that affect mission critical functionality, inability to deploy a feature that is not currently relied upon for mission critical functionality or loss of redundancy of a critical Hardware component.
- N. "Priority 3 Problem" means any fault in a System that causes minimal impact to business operations. Examples of Priority 3 Problems include issues in the network or on the System that are not causing impact to mission critical functionality, non-repeated issues that have impacted mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause adverse impact to a production network, time sensitive questions or information requests, or workaround in place for Priority 1 and Priority 2 issues.
- O. "Priority 4 Problem" means any non-conformance to Documentation that has no impact to business operations. Examples of Priority 4 Problems include information requests, standard questions on configuration or functionality of equipment, non-urgent RMA requests or cosmetic defects.
- P. "Problem Report" means a description of the Problem encountered by Customer when Customer submits a request for Technical Support. Each Problem Report will include a description of how to repeat the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by Customer and ICT Networks.
- Q. "Site" means the physical location where System(s) are installed as specified by Customer from time to time.
- R. "Software" means Juniper Networks computer software in object code format either sold as a stand-alone application or incorporated in the Hardware.

- S. "Software Release" means a new production version of the Software.
- T. "Support" means the Technical Support and Hardware repair/replacement services provided by ICT Networks as set forth in this Agreement.
- U. "Supported Release" means the current version of the Software and certain prior versions of the Software as set forth in Juniper Networks' current End of Service (EOS) policy (<http://www.juniper.net/support/eol/>).
- V. "System(s)" means the Juniper Hardware, Software and Documentation that have been supplied to Customer by ICT Networks.
- W. "Technical Support" means the technical support provided by ICT Networks under Section 5 of this Agreement.
- X. "Work Around" means a temporary resolution of a Problem that restores the service and operation of a System without any material loss of functionality. A Work Around may consist of a Software patch or instructions on how to avoid a Problem.

## 2. ICT-CARE END USER SUPPORT AGREEMENT

Upon ICT Networks' acceptance of a valid purchase order for Support and Customer's payment of the applicable fees as set forth in Section 6, Customer will be entitled to receive Support from ICT Networks in accordance with the terms of this Agreement.

- A. Hardware Repair/Replacement. ICT Networks will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware Replacement Support Plan selected by Customer and the terms set forth in Section 4. ICT Networks is not responsible for transportation or customs delays.
- B. Technical Support. Pursuant to the terms of Section 5, ICT Networks will use its commercially reasonable efforts to:
  - i. Provide Customer access to all Software Releases and related Documentation that Customer has licensed from Juniper Networks upon their general commercial release;
  - ii. Provide Customer with access to ICT-TAC staff, who will work with Customer to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Juniper Networks & ICT Networks management as needed; and
  - iii. Provide updates on the progress/finalisation of the incident via email &/or <http://ictnetworks.com.au>.
- C. On-site Support. In the event that Customer has purchased an Advance Hardware Replacement Support Plan that includes on-site support, then, upon Customer's request, ICT Networks will use its commercially reasonable efforts to dispatch a technician to the affected site in accordance with the terms and timeframes of such plan as set forth on [Attachment A](#). If Customer requires on-site support but has not purchased an Advance Hardware Replacement Support Plan that includes on-site support, then, upon Customer's request and subject to payment of fees described below, ICT Networks will use commercially reasonable efforts to dispatch a technician to the affected site within a timeframe to be determined by ICT Networks based upon the availability of resources. In such case, Customer will be billed at ICT Networks then-applicable standard rates for time and materials, and for reasonable travel and living expenses in accordance with ICT Networks travel plan guidelines as amended from time to time. Provision of onsite support is subject to the following limitations:
  - i. On-site support is limited to Hardware replacement only; ICT Networks does not provide On-site assistance for software troubleshooting, or any software related issues.
  - ii. On-site support may not be available for some Juniper Networks' Products or in some geographic regions and may require a "set-up" period before they can be made available to Customer. During such set-up period, ICT Networks will use commercially reasonable efforts to provide to Customer the closest available service then available with respect to such product line or in such geographic region. Next Day On-site is provided in the regional time zone of the Customer Site.
  - iii. For the Juniper Networks Specific IDP and Secure Access product lines, ICT Networks will only provide assistance with the delivery and initial set up of the Hardware. Customer is responsible for the reconfiguration and/or allowing ICT-TAC access to the device to restore the Hardware to its last saved configuration status. Customer is responsible for maintaining a backup of the configuration that can be used to restore the device.
- D. End of Life Procedures and End of Support. ICT Networks will provide End of Life (EOL) notification for discontinued Hardware and spare parts to Customer, either directly or through an announcement posted on the ICT Networks website, at least 180 days in advance of the EOL date. During the notification period and subject to availability, Customer may continue to purchase such Systems, provided that delivery is taken within 180 days of the EOL effective date. EOL Systems shall be repaired, or replaced with similar products, at ICT Networks' discretion. In the event such repair or replacement is not covered under warranty, Customer will be charged ICT Networks' then-standard rates.

- E. Exclusions. ICT Networks is not obligated to provide Support for:
- i. Third party devices (hardware, software cabling, etc. not provided by ICT Networks) or problems with the System(s) that are caused by such devices;
  - ii. Problems with Systems that have been modified by someone other than ICT Networks personnel or ICT Networks' qualified service technicians;
  - iii. Configuration or integration issues.
  - iv. Systems damaged, whether by fire, virus, impact, power surge or other events beyond ICT Networks' reasonable control, other than through the negligence or wilful misconduct of ICT Networks, its agents or employees;
  - v. Problems caused by the use of a System in an environment other than that for which it was designed, as specified in the Documentation;
  - vi. Problems with Systems where Customer did not provide the required System information set forth in section 3 f);
  - vii. Problems with Software that is not a Supported Release;
  - viii. Any Systems, Hardware or Software purchased or otherwise obtained from any party other than ICT Networks
  - ix. Problems with Hardware, Systems or parts thereof that are past their End of Life date, as provided in Section 2 d) above.

Customer may, at its sole option, request that ICT Networks provide Support for one or more of the above excluded problems. If ICT Networks does attempt to resolve one or more of the above excluded problems based on Customer's request, Customer agrees to pay for such Support at ICT Networks' then-applicable rates for time and materials.

### 3. CUSTOMER OBLIGATIONS

- A. Maintaining Supported Releases. All Software Releases provided to Customer shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms included with the Software Releases. Customer is not required to install every Software Release on Customer's System(s), as they become available from Juniper Networks. However, Customer acknowledges that in order to obtain Support for problems with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Problem Resolution, it may be required to upgrade to a Supported Release to address any such problems.
- B. Network Access. For any Problem identified as a Priority 1 Problem, Customer will provide ICT Networks or its authorized service representative access to the affected network environment, and will assign a technical contact for ICT Networks. Furthermore, if ICT Networks determines that its technical personnel need access to the Customer's network in order to remotely diagnose a problem, Customer will ensure that ICT Networks' personnel have the necessary level of authorized access to such network. Customer shall have the right to observe such access.
- C. Staffing. Customer shall maintain a reasonable number of support engineers who are trained on Juniper Networks Systems. Customer's support engineers must be proficient in the operation of the Systems and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to ICT Networks engineers of customer issues and responses will be conducted in English. Customer shall pay for Support rendered by ICT Networks due to modifications not authorized by Juniper Networks at ICT Networks' then prevailing rates for time and materials.
- D. Decommissioned Systems. Customer may elect to cover all or none of its System(s) under this Agreement except that, effective at the end of each annual term of this Agreement, Customer may exclude System(s) that it has permanently decommissioned and identified in a written notice to ICT Networks at least 30 days prior to such decommission.
- E. Configuration Files. Customer is responsible to maintain a backup of the configuration that can be used to restore the device.
- F. System Information. In order for ICT Networks to provide the appropriate level of Support promptly and efficiently, Customer must provide to ICT Networks the following information for each System under a Support plan:
- i. product license key or serial number;
  - ii. configuration;
  - iii. installation address; and
  - iv. Site contact person.

Customer may either provide the above System information to ICT Networks in the purchase order for each System or in the form set forth in [Attachment B](#). If Customer physically moves any System from the original Site to another location, Customer must notify ICT Networks immediately to update their support contract. Prior to ICT Networks receipt of such notification, ICT Networks shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such System.

## 4. HARDWARE REPAIR/REPLACEMENT

- A. Hardware Return Procedure. In the event of Hardware failure, Customer must contact ICT-TAC and escalate cases to Juniper Technical Assistance Centre (JTAC) for Hardware failure validation and troubleshooting. After ICT-TAC/JTAC has validated the Hardware failure, Customer will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to ICT Networks must have a RMA number assigned prior to their return. Customers who are not under any Support Plan may purchase Support from ICT Networks at ICT Networks' then prevailing rates for time and materials. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at Customers expense.
- B. Hardware Replacement. If Customer has purchased a Hardware Replacement Support Plan, then ICT Networks will provide replacement part(s) to Customer in accordance with the Hardware Replacement Support Plan selected by Customer and include a return kit with each replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label, as applicable. Customer must follow the return instructions to return the defective Hardware or parts within 10 business days of failure or pay the purchase price of replacement parts for any Hardware.

## 5. TECHNICAL SUPPORT

- A. Software Release. ICT Networks will make available Software Releases and applicable Documentation, if any, to Customer as such releases become generally commercially available. Each Software Release will include a written description of the changes included in such release, and such description will also include a discussion of the purpose or reason for releasing the Software Release. Every Software Release will be accompanied by written installation instructions.
- B. Access to ICT-TAC. Customer's access to the ICT-TAC shall be by telephone, email or web-based. The parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information.
- C. Web-Based Technical Support. ICT Networks shall post to the Customer Support Centre, on a regular basis, a report listing the following information:
  - i. Bugs, errors, or deficiencies in the Software, and the classification of each;
  - ii. Any resolutions or fixes; and
  - iii. Any available Work Around.
- D. Technical Support Procedures. For each request by Customer for Technical Support from ICT Networks, Customer shall provide ICT Networks with a Problem Report. ICT Networks shall identify each discrete issue relating to a Problem Report with a unique "Incident Number" for tracking purposes. Upon request by Customer, ICT Networks shall provide a "Status Report" on any problem logged for Customer provided that Customer identifies the particular Problem by the Case Number assigned to it by ICT Networks. For Problems that have been resolved, the Status Report shall include the Incident Number, the closing resolution for the Problem, the expected date that a Problem Resolution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for Customer shall remain open until closure notification is received from ICT Networks and accepted by Customer. By mutual agreement between Customer and ICT Networks, Problems shall be categorized and handled according to the procedures set forth below:

P1 – Priority 1 Problems. If the Problem is identified as a Priority 1 Problem, the ICT Networks Customer Service duty manager will be immediately notified of any Priority 1 Problems to ensure engagement of all appropriate resources. ICT Networks and Customer shall work continuously (on a 24x7x365 basis), and shall use all commercially reasonable efforts, to work with Customer's dedicated resources to resolve the Priority 1 Problem until a Work Around or a Problem Resolution is successfully implemented. If a Priority 1 Problem is not resolved within a maximum of 1 hour from the time it is classified as such by ICT Networks, ICT Networks' Customer Service will confer with the appropriate ICT Networks engineering subject-matter expert. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in Customer's network without affecting service or operation, ICT Networks shall use commercially reasonable efforts to provide Customer with a Work Around. If a Work Around is successfully implemented, a Priority 1 Problem shall be reclassified to the appropriate priority level. Subject to the foregoing, ICT Networks will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Priority 1 Problem having been observed or reproduced by ICT Networks.

P2 – Priority 2 Problems. If the problem is classified as a Priority 2 Problem, ICT Networks Networks and Customer shall work full-time during normal business hours (extending to 24 hours per day as needed), and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution

is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in Customer's network without affecting service or operation, ICT Networks shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, ICT Networks will use all commercially reasonable efforts to provide a Work Around or Problem Resolution within 5 calendar days of a Priority 2 Problem being reported to ICT Networks by Customer.

P3 – Priority 3 Problems. If a problem is classified as a Priority 3 Problem, ICT Networks and Customer shall work full-time during normal business hours, and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in Customer's network without affecting service or operation, ICT Networks shall use commercially reasonable efforts to provide Customer with a Work Around. Subject to the preceding sentence, ICT Networks will use all commercially reasonable efforts to provide a Work Around or a Problem Resolution within 30 calendar days of a Priority 3 Problem being reported to ICT Networks by Customer.

P4 – Priority 4 Problems. ICT Networks shall use commercially reasonable efforts to work with Customer during normal business hours to provide information or assistance as requested. ICT Networks will use all commercially reasonable efforts to provide a Work Around, Problem Resolution or other requested assistance within 90 calendar days of a Priority 4 Problem being reported to ICT Networks by Customer.

The response times set forth in this Section 5 d) constitute targeted goals of the Technical Support to be provided by ICT Networks to Customer, and it is understood that ICT Networks shall use commercially reasonable efforts to attempt to resolve any Problems within the target times set for the relevant priority level. The parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute a breach of ICT Networks' obligations under this Agreement.

- E. Escalation Management. In addition to setting priority levels for reported Customer problems, ICT Networks will provide the following systematic escalation management for Problems:

OWNER	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
ICT Manager Technical Support	1 hour	12 hours	15 days	30 days
CEO ICT Networks/ Juniper Networks Director of Customer service	2 hours	24 hours		
Juniper Networks Vice President of Customer Service	4 hours	96 hours		
Juniper Networks Vice President of Engineering & Sales	4 hours			
Juniper Networks Executive Vice President, Operations & Field Operations.	24 hours			

## 6. SUPPORT FEES

- A. Annual Fee. In consideration for the Support, Customer shall pay to ICT Networks an annual fee agreed upon by Customer and ICT Networks. By issuing a purchase order to ICT networks for Support, Customer agrees to be bound by the terms and conditions of this Agreement.
- B. Renewal. No less than 60 days prior to the expiration of the initial and subsequent one-year terms, a notice of expiration and a quotation for the annual fees for the subsequent one-year terms will be provided to Customer or Authorized Reseller. If Customer wishes to continue receiving Support, then Customer shall provide a purchase order to an Authorized Reseller to match the quotation on or before the expiration date. Upon receipt, Customer shall be invoiced in accordance with the terms of this Agreement.
- C. Purchase Orders. Customer will designate the level of Support and the Hardware Replacement Support Plan selected in its purchase order(s) to Authorized Reseller. All purchase orders must be signed by an authorized Customer representative. Terms and conditions contained in purchase orders submitted to Authorized Reseller shall apply as between Customer and such Authorized Reseller and shall have no binding effect on ICT Networks.
- D. Payment Terms. The parties acknowledge that if Customer is buying pass-through Support from an Authorized Reseller, Customer will pay all Support fees to Authorized Reseller, and Authorized Reseller will pay ICT Networks for pass-through Support purchased by Customer.
- E. Reinstatement of Support. If (i) the standard warranty has ended, (ii) a previously purchased Support contract has expired, been terminated by Customer or terminated by ICT Networks for non-payment or (iii) there has been a transfer of product ownership, the Juniper Networks equipment must be inspected or a reinstatement fee paid before placing such equipment under a new Support services contract. The inspection and reinstatement fee is non-refundable and does not apply to the purchase of the Support services Contract, following the Support Services Inspection and Reinstatement Policy <http://www.ICTNetworks.net/support/guidelines.html>). Systems that have not been inspected or where a reinstatement fee has not been paid will be eligible for time and material level of support only at ICT Networks' then current rates, and will be subject to minimum charges. Systems must be running a Supported Release to qualify for Support. Systems that have reached End of Service (EOS) or are within one (1) year of EOS are not eligible for the purchase of a Support services contract. Systems that have reached the End of Life (EOL) announcement date will have a reduced level of services available during the five (5) year EOS timeline.
- F. Taxes. All prices payable under this agreement are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to ICT Networks prior to invoicing, and Customer shall promptly notify ICT Networks if their exemption is revoked or modified. All payments made by Customer shall be net of any applicable withholding tax. Customer will provide reasonable assistance to ICT Networks by promptly: providing ICT Networks with valid tax receipts and other required documentation of Customer's payment of any withholding taxes; applying for reduced tax rates; and notifying and assisting ICT Networks in any audit or tax proceeding, related to transactions hereunder. Customer shall comply with all applicable tax laws and regulations, and Customer will promptly pay or reimburse ICT Networks for all costs and damages related to any liability incurred by ICT Networks as a result of Customer's non-compliance or delay with its responsibilities herein. Customer's obligations under this Section 6(f) shall survive termination or expiration of this Agreement.

## 7. CONFIDENTIAL INFORMATION

- A. Disclosure of Information. The parties acknowledge that they may receive from each other and have access to certain confidential information of the other party ("Confidential Information"), including confidential information about the business plans, customers, personnel, financial data, technology or products of the other party. Information shall be considered Confidential Information if it is labelled as confidential or proprietary or, if supplied as an oral disclosure, is stated at the time of disclosure to be confidential or proprietary. The parties agree that Software and Documentation shall be deemed ICT Networks and Juniper Networks Confidential Information under this Agreement. The parties agree not to use the other's Confidential Information for any purpose except as contemplated by this Agreement. The use and access to Confidential Information shall be limited by the parties to their employees who need to know such Confidential Information for the purpose of carrying out the parties' respective obligations under the Agreement and the parties shall similarly bind these employees to abide by the terms of this Section 7 in writing. Confidential Information may include confidential, proprietary and/or trade secret information which is owned by third parties, which have granted sufficient rights to the parties to permit the parties to provide Confidential Information to each other hereunder. Customer shall not remove any proprietary, copyright, mask work, trade secret or other legend from any System or Confidential Information. The Parties shall, upon the termination of this Agreement, certify the destruction of or return to the other party all tangible manifestations of Confidential Information received from such parties pursuant to this Agreement (and all copies and reproductions thereof).
- B. Exclusions. The restrictions contained in Section 7 a) shall not apply to Confidential Information to the extent such information (i) is known to the recipient at the time of disclosure; or (ii) is independently developed by the recipient provided the recipient can show that such development was accomplished by or on behalf of the recipient without the use or any reference to Confidential Information; or (iii) becomes known to the recipient from any source without

confidentiality restriction on subsequent disclosure or use; or (iv) is or becomes part of the public domain through no wrongful act of the recipient. A party shall also have the right to disclose Confidential Information pursuant to any binding judicial or governmental requirement or order; provided that it takes reasonable steps to give the other party sufficient prior notice in order to contest such order or seek protective measures. c) Injunctive Relief. In the event of a threatened or actual breach of this Section 7, the non-breaching party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

## **8. PROPRIETARY MATERIALS; INFORMATION PROVIDED BY OTHERS**

- A. Subject to the limitations set forth below in this Section 8, Customer hereby grants to ICT Networks, and ICT Networks hereby accepts, access to and use of Customer's and/or its third-party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Support. Customer warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Materials to ICT Networks hereunder. ICT Networks shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Materials, except as necessary to provide Support and as approved by Customer.
- B. ICT Networks agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.
- C. ICT Networks will be entitled to rely on the accuracy and completeness of information prepared and/or provided by Customer. ICT Networks shall not be liable to Customer or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by Customer.

## **9. LIMITATION OF LIABILITY**

ICT NETWORKS' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ONE (1) YEAR OF SUPPORT PROVIDED HEREUNDER. IN NO EVENT SHALL ICT NETWORKS HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **10. TERM AND TERMINATION**

- A. Initial Term. This Agreement shall be binding upon ICT Networks, and the initial term of this Agreement shall commence, on the date that a valid purchase order for Support is accepted by ICT Networks. Support will commence on the date mutually agreed upon by the parties and continue for a period of one year thereafter, or, if Customer initially pays for more than one year of Support in advance, then the initial term of this Agreement shall continue for the specified number of years of Support initially purchased by Customer.
- B. Renewal Terms. ICT Networks will use its best endeavours to provide a renewal quote to Customer 60 days prior to the end of the initial term, and 60 prior to the end of any applicable renewal term. Upon acceptance by ICT Networks of a valid purchase order and payment by the Customer in accordance with the quotation, the term will be renewed for a renewal term of Support for a successive 1-year period (or such longer period of Support pre-paid by Customer).
- C. Termination for Breach. If either party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 30 days but is capable of cure, the breaching party shall not be in default if, within 30 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time to cure the breach before being in default. Notwithstanding anything to the contrary herein, Customer's breach of payment obligation constitutes a default the date the payment is due and ICT Networks shall have the right to terminate this Agreement immediately d) Termination for Insolvency. Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.
- D. Survival. The provisions of Section 6(f), 7, 8, 9, 10 and 11 shall survive termination hereof for any reason.



## 11. MISCELLANEOUS

- A. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the New South Wales without reference to conflict of law principles. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- B. **Entire Agreement.** The terms and conditions contained in this Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.
- C. **Force Majeure.** Except for Customer's payment obligations, neither party will be responsible for any failure to perform due to causes beyond its reasonable control.
- D. **Assignment.** Customer may not assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement except with prior written consent of ICT Networks. Any prohibited assignment will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.
- E. **Litigation Expenses.** In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal.
- F. **Notice.** Notices and other communications pertaining to Agreement shall be in writing and shall be deemed delivered upon personal delivery, signed-for delivery by commercial courier, or 3 days after sent via certified mail, return receipt requested, postage prepaid. All notices of communication between Customer and ICT Networks pertaining to this Agreement shall be directed to the address specified on the cover/signature page of this Agreement or to another address they have designated by the foregoing written notice procedures.
- G. **No Waiver.** The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement. i) **Counterparts.** This Agreement may be executed in counterparts which when taken together will constitute one instrument.
- H. **Invalidity.** If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.

# Attachment A - ICT Care Essentials Services

## End User Support Plan Descriptions<sup>1</sup>

### Technical Support

	CORE	RETURN TO FACTORY	CORE LIMITED <sup>2</sup>	NEXT DAY <sup>3</sup>	NEXT DAY ONSITE <sup>3</sup>	SAME-DAY <sup>3</sup>	SAME-DAY ONSITE <sup>3</sup>
ICT- TAC Access	X	X		X	X	X	X
Limited ICTTAC Access			X				
Online Tools	X	X	X	X	X	X	X
Return to Factory							
Next Day Advance Hardware Replacement				X	X		
Same-Day Advance Hardware Replacement						X	X
On-Site Technician					X		X

<sup>1</sup> Certain support programs listed herein may not be available for all Juniper Networks product lines and in all geographic locations. ICT Networks may add, delete and modify support programs available for purchase at its discretion.

<sup>2</sup> Available for Juniper Networks Steel-Belted Radius and Odyssey Access Client product lines only.

<sup>3</sup> Next-Day, Next-Day Onsite, Same-Day and Same-Day Onsite services requires pre-approval by ICT Networks prior to commitment of delivery of service.

ENTITLEMENT	DESCRIPTION
<b>ICT-TAC Access</b>	With ICT-TAC support, Customer has unlimited access to ICT-TAC engineers by phone and online 24x7x365. As a single point of contact for all of Customer's support needs, our TAC engineers have extensive experience in supporting large-scale networks and help Customer diagnose system problems and provide solutions and workarounds where necessary. To ensure that ICT-TAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues in accordance with the terms of the Agreement.
<b>Limited ICT-TAC Access</b>	With Limited ICT-TAC Access, Customer has access to ICT-TAC 8:00am to 6:00pm, 5 days per week (Monday-Friday during NSW business hours, excluding public holidays). Customer is limited to 3 authorized callers and a maximum of 5 incidents per year. As a single point of contact for all of Customer's support needs, our TAC engineers have extensive experience in supporting large-scale networks and help Customer diagnose system problems and provide solutions and workarounds where necessary. To ensure that ICTTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues in accordance with the terms of the Agreement.
<b>Software Releases</b>	ICT Networks will provide Customer with access to all new Software Releases Customer has licensed when they are made available for general public release
<b>Online Tools</b>	Access to the ICT Networks.com.au Customer Support Portal (CSP) at the URL: <a href="http://www.ICTNetworks.com.au/support">http://www.ICTNetworks.com.au/support</a>
<b>Return-to factor</b>	15 Business Day Hardware repair or replacement. Customer returns the Hardware or part(s) to ICT Networks and ICT Networks has to the option to repair or replace the defective Hardware or part(s). The 15 Business Day period begins upon receipt of the defective Hardware or part(s) by ICT Networks at a ICT Networks repair facility. Hardware replaced under the terms of this Hardware Replacement Support Plan may be refurbished or new equipment substituted at the option of ICT Networks.
<b>Next-Day</b>	"Next Business Day" is defined as 12 hours a day, 5 days a week delivery of advance Hardware replacements. "Next-day delivery" means that ICT Networks will deliver advance replacements for defective Hardware on the Next Business Day for replacement requests placed by three (3) pm. (local Customer time) Monday through Friday, except ICT Networks' regional holidays. For countries where Next Business Day delivery is unavailable, ICT Networks will ship the replacement part within 24 hours of the RMA origination. Actual delivery will be subject to local customs and importation restrictions and transportation delays.
<b>Same-Day</b>	Same-day delivery of advance Hardware replacements, 7 days per week, including holidays. "Same-day delivery" means that ICT Networks will deliver advance replacements for defective Hardware or part(s), 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure by ICT Networks to Sites located within 100 miles of an authorized ICT Networks' parts depot.
<b>Onsite</b>	An ICT Networks trained service technician will arrive onsite upon final diagnosis of a part failure by ICT Networks. The service technician will arrive with a replacement product, coordinate with ICT-TAC and the Customer for final resolution of the problem, and return the defective product to ICT Networks on behalf of the Customer.

## Attachment B - System Information

To be provided to ICT Networks upon purchase of an ICT-Care Service

Or to update system location information

### SYSTEM INFORMATION UPDATE

Please forward updates to [contracts@ictnetworks.com.au](mailto:contracts@ictnetworks.com.au)

Customer Name: .....

Date of update: .....

ITEM 1	
Product license key or serial number	
Hardware configuration	
New Installation Address	
Site Technical Contact	
Contact Telephone Number	
Contact Email Address	

ITEM 2	
Product license key or serial number	
Hardware configuration	
New Installation Address	
Site Technical Contact	
Contact Telephone Number	
Contact Email Address	

ITEM 3	
Product license key or serial number	
Hardware configuration	
New Installation Address	
Site Technical Contact	
Contact Telephone Number	
Contact Email Address	