

I R E L L & M A N E L L A L L P

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December 13, 2013

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VIA EMAIL TO almeroth@cs.ucsb.edu

Kevin C. Almeroth
Professor, Department of Computer Science
University of California
Santa Barbara, CA 93106-5110
(805)636-1123
almeroth@cs.ucsb.edu

Re: *Consulting for Juniper Networks, Inc.*

Dear Dr. Almeroth:

This letter is intended to formalize your retention in connection with *Palo Alto Networks, Inc. v. Juniper Networks, Inc.* (N.D. Cal.) and/or related disputes relating to network security technologies. It is understood that Irell & Manella LLP ("Irell") is engaging you to serve as a consultant on behalf of Juniper Networks, Inc. ("Juniper").

On behalf of Juniper, we are interested in retaining you in order to obtain your analysis and independent opinions. We want your opinions, undistorted by any concern regarding the impact your opinions may have on any disputes or potential disputes involving Juniper. In all of your work, we want your honest and straightforward analysis and opinions, undistorted by any concern regarding whether they are helpful to our client's positions or not. Indeed, if you believe that our client does not have a good case, it will be important for you to tell us directly.

In consideration of the consultation that you have agreed to perform, Juniper has agreed to compensate you for time actually expended in connection with the Litigation at your normal rate of \$600 per hour. Juniper shall also reimburse all reasonably necessary expenses, such as travel, copying, telephone, and delivery costs. All expenses must be approved in writing in advance by Irell prior to incurring same. You shall be responsible for any tax obligations arising from Juniper's payment of fees and expenses.

You agree to submit to Irell invoices for fees and expenses that list the expenses, the hours of work performed, the individual performing the work, and the rate applicable. Irell shall not be responsible for any payment due under this agreement with Juniper.

In order for you to fully carry out your responsibilities under this agreement, it may be necessary for Irell, other attorneys for Juniper, or agents thereof, to disclose to you legal

Dr. Almeroth
December 13, 2013
Page 2

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theories or confidential work product, as well as other privileged or confidential information. You agree that during and after the period of this engagement, you will not disclose any privileged or confidential information, attorneys' work product, opinions, facts, data or other information or theories disclosed to, or discovered by, you in connection with or during the course of this engagement, or any information derived therefrom, to any person or entity to whom disclosure has not been authorized by Irell. You agree to keep all of this information in strict confidence. You agree to refrain from discussing the existence and subject of this retention with anyone unless and until authorized to do so by Irell and Juniper.

You also agree that during and after the period of your engagement you will not provide or disclose to any person or entity, other than at the express direction of Irell, any report, document or other material provided to you or generated or prepared by or for you in connection with this engagement, unless disclosure to that person or entity has been authorized by Irell or ordered by a court of competent jurisdiction.

You shall immediately notify Irell if any person or entity to whom disclosure has not been authorized by Irell requests, subpoenas or otherwise seeks to obtain any theories, opinions, facts, data, information, testimony, reports, documents or other materials within your possession, custody or control, or the possession, custody or control of any of your employees, agents or representatives, which relate or refer in any way to your work pursuant to this agreement. You agree to take any legal action and such other measures as Irell deems necessary or appropriate to resist or seek protection against disclosure (to the fullest extent lawful) of any such theory, opinion, fact, data, information, testimony, reports, documents or other materials. Should any legal action or proceeding to defend or seek protection against disclosure prove necessary, Juniper will indemnify you or the applicable party for all costs of such legal representation.

By executing this agreement, you agree to make yourself available, subject to scheduling constraints and on reasonable notice from Irell, for court hearings, trial, and other court-imposed obligations that require its input, such as expert reports.

The parties to whom your work may relate include Juniper, on the one hand, and Palo Alto Networks, Inc. ("PAN") on the other. You agree that you will not consult, work with, or interact in any way with PAN, its attorneys, or any related entities or persons relating to the subject matter of this retention. We understand that you do not have any conflict of interest in consulting with Juniper, Irell, or against PAN.

Irell shall have the unlimited right to terminate this agreement and the subject engagement unilaterally and immediately upon delivery of written notice. Your obligations regarding confidentiality under this agreement shall survive the termination thereof.

Dr. Almeroth
December 13, 2013
Page 3

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If this letter accurately reflects our mutual understanding and agreement, please execute and date the letter and return it to me, either via e-mail or U.S. mail. Please retain a copy of the signed letter for your files.

The terms of this agreement may not be changed except by the express written consent of both parties.

Thank you for your assistance. We look forward to working with you.

Sincerely,



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I agree to the terms and conditions
set forth above.



Dr. Kevin C. Almeroth

Dated: December 13, 2013