

End User License Agreement



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Entire Agreement, Order of Precedence and Amendments. This Agreement is the entire agreement between Extreme and You with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are expressly superseded and canceled. This Agreement shall supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. If You have signed a separate written agreement with Extreme pertaining to Your rights and duties regarding the Software, then that written agreement shall control in the event of a conflict between that agreement and this Agreement.

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Your Authorization. You represent that You have full right and/or authorization to enter into this Agreement.

Assignment. You may not sublicense, assign or transfer Your rights under this Agreement without Extreme's prior written consent. The rights of Extreme and Your obligations under this Agreement shall inure to the benefit of Extreme's assignees, licensors, and licensees.

Severability. The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the Parties.

Waiver. No waiver of satisfaction of a condition or nonperformance of an obligations under this Agreement shall be effective unless it is in writing and signed by the party granting the waiver.

Contact and Notice. If You have any questions concerning this Agreement, please send Your inquiry to **Extreme Networks, Inc., 6480 Via Del Oro, San Jose, CA 95119 United States, ATTN: Legal Department.** Notices to Extreme shall be sent to the above-provided address. Any notice to Extreme given under or in relation to this Agreement must be in writing, and will be considered delivered when received if delivered by hand with receipt, or the next Business Day after sending it by pre-paid, nationally-recognized overnight air courier with tracking capabilities or five (5) Business Days after being sent by registered or certified mail, return receipt required, postage prepaid to the above address.

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Terms that are capitalized in this Agreement have the following meaning(s):

“Affiliates” means, with respect to a party, any person, partnership, corporation, limited liability company, or other form of enterprise that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party.

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“Business Days” means any day other than a Saturday, Sunday, or U.S. statutory or public holiday.

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“Concurrent User” means any of Your individual employees who You provide access to the Server Application at any one time.

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