

# End User License Agreement



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- 1. DEFINITIONS.** Capitalized terms used in this Agreement are defined in Section 18 below.
- 2. LIMITED LICENSE GRANT.**

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Except as expressly set forth in this Agreement, You agree that You shall not, and will not attempt to, directly or indirectly (and shall not permit others to), in any manner, in whole or party, absent Extreme’s prior written approval:

- (i) modify, translate or create derivative works of the Software;
- (ii) copy the Software onto any public or distributed network;

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- (iv) use the Software as a general SQL server or for time-sharing purposes or in any other way that allows third-parties to exploit the Software;
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- (vi) place a disproportionate load on the Software so as to interfere with the Software or prevent others from using the Software (or related Extreme services);
- (vii) gain unauthorized access to the Software or attempt to circumvent any security or access restrictions relevant to Software versions or features therein;
- (viii) introduce any Open Source Software onto the Software or Extreme’s systems which enable the Software;
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You will allow Extreme, at Extreme's expense, to audit Your use of the Software for compliance with this Agreement no more than once per twelve (12) month period. Extreme will provide You with reasonable advanced written notice of the audit. The audit will occur during Your normal business hours, and shall not unreasonably interfere with Your business. If an audit discloses underpayment of license fees, You will pay such license fees, plus the reasonable cost of the audit, within thirty (30) days of receipt of written notice. Extreme is not responsible for any of Your costs incurred in cooperating with the audit. Extreme's knowledge of Your use of the Software beyond the scope of the license shall not operate as a waiver of Extreme's rights to enforce the terms of this Agreement under any legal or equitable doctrine.

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Confidential Information does not include information that: (a) is or becomes generally known through no fault of Yours; (b) is known to You at the time of disclosure, as evidenced by its records; (c) is hereafter furnished to You by a third-party as a matter of right and without restriction on disclosure; or (d) is independently developed by You without any breach of this Agreement. Nothing in this Agreement shall prevent You from disclosing Confidential Information in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided You give prompt and sufficient written notice to Extreme to enable it to take protective measures prior to disclosure.

You shall use a reasonable degree of care to maintain all Confidential Information in confidence and shall not disclose to any third-party nor use Confidential Information of Extreme for any unauthorized purpose. You may only disclose Confidential Information to those of Your employees and representatives that have both (i) a need to know for Your internal purposes in configuring, installing, using and supporting the Software and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement.

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**16. THIRD-PARTY SOFTWARE.**

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**17. GENERAL PROVISIONS.**

**Governing Law; Jurisdiction.** The validity, performance and construction of this Agreement and the rights and obligations of the parties pursuant to this Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any conflicts of law rules that would mandate the application of the laws of another jurisdiction. Extreme and You consent to the exclusive jurisdiction of, and venue in, the state and federal courts of the State of California. You waive any objections to the personal jurisdiction and venue of such courts. None of the 1980 United Nations Convention on the Limitation Period in the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act shall apply to this Agreement.

**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.

**Marketing Materials.** Customer agrees Extreme has the express right to use Customer's company logo and name in sales and marketing materials such as press releases, social media, case study briefs/project summaries, Extreme's website or brochures and other communications solely to identify Customer as an Extreme customer. Other than as expressly stated herein, neither party shall use the other party's marks, codes, drawings or specifications without the prior written permission of the other party.

**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.



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**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.

### 18. DEFINED TERMS.

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.

“**Authorized Source**” means Extreme or a reseller, distributor or channel partner who is authorized by Extreme to resell Software licenses to You, as the end user customer of the license.

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

“**Client Application**” - the application to access the Server Application.

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

“**Documentation**” means the then-current published documentation regarding performance of the Software and/or Hardware Product (in the form of datasheets, available on [extremenetworks.com](https://www.extremenetworks.com)).

“**Extreme Hardware Product**” means the Extreme hardware product on which Software is embedded or operates.

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“**Maintenance Services**” means Extreme’s then-current service offerings for Extreme Hardware and Software, which may include updates, new releases, and enhancements in accordance with Extreme’s then-current support and maintenance services (described at: <https://www.extremenetworks.com/services/>) and service terms (available at: <https://www.extremenetworks.com/company/legal/terms-of-support/>).

“**Network Device**” means a physical computer device, appliance, appliance component, controller, wireless access point, or virtual appliance as described within the applicable product documentation.

“**ODM Network Device**” means a Network Device purchased by You from a Specified ODM as identified in the Ordering Documentation.

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“**Product(s)**” means an Extreme Hardware Product and/or Software that Extreme makes commercially available for purchase and/or license (in the case of Software).

“**Server Application**” means the software application associated with software authorized for installation (per a License Key, if applicable) on one or more of Your servers as defined in the Ordering Documentation.

“**Software**” means all Extreme and third-party software programs (in object code form only), including, without limitation, Standalone Software, Firmware, Server Application, Client Application (as further defined below), and accompanying Documentation, and any updates to the Software that Extreme may provide at any time.

“**Specified ODM**” means an original device manufacturer as identified in the Ordering Documentation.

“**Standalone Software**” means software licensed for use independent of any hardware purchase, as identified in the Ordering Documentation.

“**Start Date**” means the date of shipment from either Extreme or an Extreme-authorized distributor.

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