

Direct Customer Terms of Support

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THESE DIRECT CUSTOMER TERMS OF SUPPORT. These Direct Customer Terms of Support (the “Agreement”) is a legal agreement between You and/or the entity You represent and Extreme Networks, Inc., on behalf of itself and its affiliates, including, but not limited to, Extreme Network Ireland Ops Limited (collectively, “**Extreme**”) for the Services (defined below) provided by Extreme.

BY CLICKING A BOX INDICATING ACCEPTANCE OR USING THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT WILL BECOME EFFECTIVE ON THE DATE YOU ACCEPT IT, OR THE DATE YOU BEGIN USING SERVICES, WHICHEVER IS EARLIER (THE “EFFECTIVE DATE”).

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. EXTREME RESERVES THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME AND WILL PROVIDE WRITTEN NOTICE OF SUCH CHANGES TO YOU. YOUR CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES HAVE BEEN POSTED WILL SIGNIFY YOUR ASSENT TO ACCEPTANCE OF THE REVISED TERMS. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT OR ANY FUTURE REVISED AGREEMENT, DO NOT USE OR CONTINUE TO USE THE SERVICES.

Your privacy is important to Extreme. Extreme’s Privacy Policy is located at <https://www.extremenetworks.com/company/legal/privacy/>. Please read our Privacy Policy for information related to Extreme’s collection, use and disclosure of Your personal information. By agreeing to the terms of this Agreement, You are also accepting the terms of Extreme’s Privacy Policy, which is incorporated herein by reference.

Extreme reserves the right perform due diligence and/or compliance checks on any purchase of Services under this Agreement and may decline to provide Services as a result of a compliance check. In the event Extreme declines to provide Services, Customer will not be charged.

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

1.1 “Customer” or “You” means a purchaser of the Services who acquires such Services for ordinary business usage and not for purposes of further distribution or resale.

1.2 “Customer Personal Data” means all personal data (as defined in the Data Protection Law) which is processed by Extreme on Your behalf in connection with the Services.

1.3 “Data Protection Law” means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and any amending or replacement legislation from time to time.

1.4 “Defect” means a failure of any Product to operate in accordance with Extreme’s technical

specifications as set forth in the Documentation.

1.5 “Documentation” means Extreme’s documentation regarding the Products and Services that Extreme makes commercially available to its customers, whether distributed in print, electronic, or other format.

1.6 “Extreme” shall mean the applicable Extreme Networks legal entity as follows:

- (a) Extreme Network Ireland Ops Limited for Customers with a principle place of business in the European Union, Middle East, Africa, Canada or countries located in Asia-Pacific; or
- (b) Extreme Networks, Inc. for Customers with a principal place of business in the United States and/or in Latin America; and

1.7 “Intellectual Property Rights” means any and all current and future (i) rights associated with works of authorship; including but not limited to copyrights, moral rights, and mask-work rights; (ii) patent rights, rights of priority, and design rights; (iii) trade secret rights, (iv) trademark rights (including service mark rights) and trade dress rights; (v) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vi) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.

1.8 “Products” mean Extreme-branded hardware and/or Software products and any combination thereof, and any modifications to any of the foregoing, that Extreme makes available for purchase to Customer and that are subject to support under this Agreement.

1.9 “Releases” mean Updates and Upgrades, collectively. No Alpha or Beta or non-production versions shall be considered Releases.

1.10 “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by Extreme to which Extreme may establish a data communication link between You and Extreme, and from which Extreme may access Customer’s Products, as part of, and in order to, provide the Services. You may be required to provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.

1.11 “Service Description” means the Extreme document that sets forth the description of the Extreme service or solution-offering that You are purchasing.

1.12 “Services” mean the services provided by Extreme under the ExtremeWorks Support Program (or similar support arrangement), the Premier Services Program (PSP) Foundation Services, and Extreme Managed Services, or any other end user services provided by Extreme under this Agreement in accordance with the applicable program guide, and as further described in the Service Description.

1.13 “Software” or “Software Products” mean Extreme software products in object code form which are either sold separately or embedded into Extreme hardware products. Software Products are licensed to You under the then-current software license terms for the Software Product in effect during the term of this Agreement.

1.14 “Trademarks” mean “Extreme Networks” and the applicable Product trademarks as listed in Extreme’s usage guidelines, subject to revision from time to time in Extreme’s sole discretion.

1.15 “Update” means a new version of a Software Product that includes defect corrections, bug fixes and/or minor enhancements that operate within the framework of the specifications for the current Upgrade of the Software Product, but does not include substantive features or functions not performed by the prior Release of the Software Product.

1.16 “Upgrade” means a new version of a Software Product that includes substantive features or

functions not performed by the prior Release of the Software Product.

2. Services. The scope of the Services provided to You hereunder is based on the support plan purchased by You for each unit of the Product purchased. Service Descriptions of the available Extreme support plans, including Extreme's obligations and End User entitlements, are set forth at <https://www.extremenetworks.com/service/extremeworks-maintenance-services/> (together, the "Support Plans"). Certain on-site Services may not be available in some geographic regions or may require a "phase-in" period before they can be made available to You. Extreme shall have the right to use subcontractors to perform all or part of the Service(s), as it deems appropriate. To be eligible for the PSP Foundation Service, You must have Extreme equipment with current maintenance support entitlements. Extreme has the right to discontinue availability of any Service at any time upon sixty (60) days' prior notice to You by email, notification on Extreme's website, or any other method permitted under this Agreement. In accordance with the Support Plan purchased for the applicable Product, the Services may include the following:

2.1 Releases. Extreme or its authorized representatives will make available to You all Releases made generally available by Extreme only for Products for which Customer has an active contract for Services. The content of all Releases shall be decided upon by Extreme in its sole discretion. Updates for Products for which Customer has an active contract for Services shall be provided to Customer at no additional charge during the term of this Agreement. Extreme shall impose additional charges for Upgrades. Customer shall install only one (1) copy of a Release for each Product under an active contract for Services, and Customer is prohibited from installing Releases on any Product which is not covered under an active contract for Services.

2.2 Corrections. Extreme shall use commercially reasonable efforts to provide a correction or workaround for any reported and reproducible Defect in any Product for which Services have been purchased with a level of effort commensurate with the severity level; provided that Extreme shall have no obligation to correct all Defects in the Products. Customer shall notify Extreme G TAC of the nature and severity of such Defect and the specific serial number of the applicable Product, and provide Extreme with enough information to locate and reproduce the Defect. Extreme shall not be responsible for correcting any Defect not attributable to Products or any Defect listed under Section 4 ("Exclusions").

3. Fees and Payment.

3.1 Fees. Customer will pay, by an accepted form of credit card, all fees specified during the online ordering process in the Extreme portal. Except as otherwise specified herein (i) fees are based on Service term subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Service term.

3.2 Payment. Customer will provide Extreme with valid and updated credit card information. Customer authorizes Extreme to charge such credit card for all purchased Services for the initial Service term purchased by Customer directly from Extreme, as well as any renewal Service term(s) as set forth in the "Services Term" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the online ordering portal. Customer is responsible for providing complete and accurate billing and contact information to Extreme and notifying Extreme of any changes to such information.

3.3 Suspension of Service. If any charge owing by Customer under this Agreement for Service is overdue and not the subject of a good faith dispute, Extreme may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full.

3.4 Taxes. Extreme's fees do not include any applicable taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Extreme has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Extreme will charge Customer's credit card and Customer will pay that amount unless Customer provides Extreme with a valid tax exemption certificate

authorized by the appropriate taxing authority. For clarity, Extreme is solely responsible for taxes assessable against it based on its income, property and employees.

4. Exclusions. The Services provided by Extreme hereunder will not include support and maintenance of any third-party software or hardware not provided by Extreme. Extreme is not required to provide any services for problems arising out of: (i) Customer's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than Extreme; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, operation outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other products not supplied by Extreme, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas, GBICs and miniGBICs. Extreme shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at Extreme's then-current rates for special technical services and on Extreme's then-current terms and conditions for such services, subject to acceptance by Extreme at its sole discretion.

5. Customer Obligations.

5.1 Customer Assistance. Customer agrees to provide Extreme with reasonable access to the Products for which problems are reported and all back-ups and Customer information services, technical personnel, facilities, and premises as required in connection with the performance of the Services. To efficiently resolve problems and perform local hardware diagnostics, Customer shall provide modem level access for all Customer sites. Customer may provide passwords and/or activate the modem when needed. Customer shall be responsible for any and all cables, hardware or software not provided by Extreme. Customer's failure to provide such access or information may delay the Services and/or result in Extreme's inability to perform the Services; in such cases, Extreme shall not be liable for any consequences relating to or resulting from such delay or failure to perform.

5.2 Contact People. Customer shall appoint at least two (2) individuals who have been trained and are knowledgeable on Extreme products within Customer's organization to serve as the primary contacts between Customer and Extreme and to receive support as provided herein. Customer shall provide and shall update as appropriate contact information for the primary contacts, including address, phone number and email address. All of Customer's support inquiries shall be initiated through these primary contacts.

5.3 Restrictions on Copying and Reverse Engineering. As a material consideration for this Agreement, Customer expressly agrees not to translate, disassemble, reverse compile or reverse engineer the Products, including the Software Products, in whole or in part, except to the extent such prohibition is restricted by applicable law. Customer will not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes any Products, including Software Products, in whole or in part without the prior written approval of Extreme, which approval may be withheld in Extreme's sole discretion.

5.4 No Removal of Markings. Customer agrees to comply with all legends that appear on or in the Products and not to remove or destroy any patent, copyright, logo, trademark, trade name, proprietary marking, or confidentiality legend placed upon or contained within Products, containers or Documentation supplied by Extreme.

6. Support for End of Life.

6.1 Product End of Life. In the event Extreme discontinues or otherwise ceases to make available to its customers a particular Product model number, Extreme will continue to offer Services for such Product in accordance with its then-current End of Life Policy available at <https://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products/>. The Services shall remain in effect with respect to other Products, if any, then covered.

6.2 Support Plan End of Life. Extreme reserves the right to discontinue any Support Plan in its sole discretion upon sixty (60) days' notice, by email, notification on Extreme's website, or any other method

permitted under this Agreement, to Customer; however, Extreme will continue to provide services under such discontinued Support Plan through the end of any prepaid support period so long the Customer is not in breach of any of its obligations under this Agreement.

7. **Records and Audit.** Customer agrees to maintain complete, clear and accurate records relating to its activities under this Agreement, including, without limitation, its inventory of each Product and Service (the "Records"), and retain such Records for such time period as may be required by law and commercially reasonable prudent practices, but not less than two (2) years. Such Records will be maintained in accordance with standard business practices and Generally Accepted Accounting Principles. Customer will permit Extreme, or persons designated by Extreme, at Extreme's cost, to audit the Records to ensure compliance by Customer with its obligations to Extreme. Any such audit shall be conducted during regular business hours and in such a manner as to not unduly interfere with normal business activities of Customer. If the audit reveals an underpayment of amounts owed to Extreme, Customer will promptly pay any such shortfall, and if such underpayment is more than 5% for the audited period, Customer will further pay, or reimburse Extreme for, the cost of the audit, including professional fees.

8. **Return Process.** If Customer is returning a Product to Extreme, Customer must first obtain a Return Material Authorization ("RMA") number from Extreme. Customer must return the entire contents of the defective Product and dated Customer proof of purchase for the defective Product, if requested by Extreme, marked with the RMA number, to a receiving point designated by Extreme. Shipping cartons that are not marked with RMA numbers will be rejected by Extreme and returned to Customer via collect freight. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the Support Plan purchased for such Product. Notwithstanding the foregoing, Customer retains sole responsibility for risk of loss or damage to Products during shipment to and from Extreme. Products returned to Extreme may be repaired or replaced by Extreme at Extreme's sole discretion. Replacement Products may be new or refurbished Products. In the event that Extreme evaluates and determines there is "no trouble found" in greater than twenty-five percent (25%) of the Products or parts returned in a ninety (90) day period, Extreme reserves the right to charge Customer a service charge of twenty percent (20%) of the List Price per unit.

9. **Ownership of Intellectual Property Rights; License; Non-Disclosure.**

9.1 **Intellectual Property Rights.** Customer acknowledges that the Products are proprietary to Extreme and its suppliers, and that Extreme and its suppliers retain exclusive ownership of all Intellectual Property Rights in and to the Products, including in and to any Software Products and Trademarks. Customer will take all reasonable measures to protect Extreme's Intellectual Property Rights in any Product. Except as expressly provided herein, Customer is not granted any right to any Intellectual Property Rights with respect to any Product.

9.2 **License.** All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time the Release is provided.

9.3 **Non-Disclosure.** Each Party (the "Receiving Party") may be exposed to certain confidential information of the other Party (the "Disclosing Party"), including but not limited to information concerning the business, technology, and customers, which Receiving Party knows or should know is Disclosing Party's confidential and proprietary information (herein "Confidential Information"). Receiving Party agrees that from the date of disclosure and for a period of five (5) years thereafter, Receiving Party will not: (i) use the Confidential Information for any purpose other than to perform under this Agreement; or (ii) disclose to any third party any Confidential Information without the prior written consent of Disclosing Party. Receiving Party may disclose Confidential Information only to its employees or contractors on a need to know basis and as is reasonably necessary to allow the party to perform under this Agreement; provided that each such employee or contractor is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. This Section will not apply to Confidential Information after such information is made public by the Disclosing Party. If any Confidential Information is required to be disclosed by Receiving Party as a matter of law or by order of a court or other legal process, Receiving Party will promptly notify Disclosing Party of such obligation to disclose and reasonably assist Disclosing Party in obtaining a protective order or otherwise limiting such disclosure.

10. Warranty. All Updates provided hereunder are warranted for the remaining warranty period of the original Software Product, if any, as specified in the warranty card which shipped with the original Software Product. All Upgrades are warranted as set forth in the warranty card for such Upgrade. Replacement Products provided under the Services are warranted for the remaining warranty period of the original Product, if any, as specified in the warranty card which shipped with the original Product. Nothing in the Services shall be construed as expanding or adding to the warranty set forth on the warranty card. Extreme will use all reasonable commercial efforts to provide the support requested by Customer under this Agreement in a professional and workmanlike manner. In the event that Extreme fails to meet this warranty, Extreme may reperform the Services, but Extreme cannot guarantee that every question or problem raised by Customer will be resolved. EXTREME WARRANTS THE SERVICES ONLY TO CUSTOMER PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS SET FORTH ABOVE, EXTREME MAKES, AND CUSTOMER RECEIVES, NO OTHER WARRANTIES OF ANY KIND. EXTREME EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER EXPRESS, IMPLIED (in fact or by operation of law), STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, TERM OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY, TERM OR CONDITION THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. Term and Termination.

11.1 Services Term. The Services start date shall be determined as follows: (a) for the initial purchase of Service, the Service start date shall be the original shipment date of the covered Product from Extreme, and (b) for Service renewals, the Service start date shall be the date on which the prior Service period ended. Customer shall be responsible for the Service fees from such Service start date. The Service end date will be 12 months from the Service start date, unless otherwise specified in writing by Extreme. Provided Customer elected to auto-renew during the online purchase process, the Support Plan term will automatically renew for successive one (1) year terms subject to payment being received by Extreme for such Support Plan. If Customer fails to pay the annual Service fees, the applicable ExtremeWorks Support Plan will automatically terminate without notice. The Service fees are subject to increase upon renewal of the Services at Extreme's sole discretion. Customer will be notified of any increase in Service fees prior to renewal and may elect to not renew, provided Customer provides written notice of intent to not renew prior to the end of the then-current Service term. All Services and associated fees incurred are non-cancelable and non-refundable.

11.2 Agreement Term. This Agreement shall begin on the Effective Date and shall remain in effect unless terminated, as provided herein.

11.3 Termination. This Agreement may be terminated by Extreme (i) for its convenience, upon sixty (60) days' prior written notice to the Customer, (ii) immediately upon written notice to Customer, if Customer breaches or violates any provision of Sections 5.3 ("Restrictions on Copying and Reverse Engineering"), 5.4 ("No Removal of Markings"), and 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure"); (iii) immediately upon written notice to Customer, if Customer fails to perform or otherwise defaults in any of its obligations (other than those covered by Section 11.3(ii) above) under this Agreement and fails to cure such failure or default within thirty (30) days after written notice thereof, or (iv) , immediately upon written notice to the Customer, if the Customer is insolvent or makes any arrangement with its creditors generally, or has a receiver appointed for all or a substantial part of its business or properties, or an insolvency, bankruptcy or similar proceeding is brought by or against Customer and involving Customer as debtor, and if brought against Customer is not dismissed within sixty (60) days from its institution, or if Customer goes into liquidation or otherwise ceases to function as a going concern.

11.4 Effect of Termination. Upon the termination of this Agreement for whatever reason, Customer shall no longer be entitled to receive Services from Extreme pursuant to this Agreement, all Service fees paid prior to the effective date of termination shall be non-refundable, and Extreme will no longer have any obligation to provide Services to Customer for the Products pursuant to this Agreement. By thirty (30) days

from the effective date of termination, Customer will return or destroy all copies of the Confidential Information. At the request of Extreme, the president or the equivalent officer of the Customer will certify in writing that Customer has complied with its obligations hereunder.

11.5 Survival of Terms. The following Sections will survive any expiration or termination of this Agreement for whatever reason: Sections 5.3 (“Restrictions on Copying and Reverse Engineering”), 5.4 (“No Removal of Markings”), 6 (“Support for End of Life”), 7 (“Records and Audit”), 8 (“Return Process”), 9 (“Ownership of Intellectual Property Rights; License; Non-Disclosure”), 11.4 (“Effect of Termination”), 11.5 (“Survival of Terms”), 12 (“No Consequential Damages”), 13 (“Limitation on Liability”), 14 (“Data Protection”).

12. NO CONSEQUENTIAL DAMAGES. EXCEPT FOR LIABILITY ARISING OUT OF OR IN CONNECTION WITH BREACH OF THE NON-DISCLOSURE TERMS IN SECTION 9.3 OR THE LICENSE TERMS IN SECTION 9.2, OR IN THE EVENT OF BODILY INJURY OR DEATH AND THEN ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR (I) ANY LOST PROFITS (EVEN IF THEY ARISE AS A DIRECT OR IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES), OR (II) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST REVENUE OR LOST SAVINGS, LOSS OF USE, LOSS OR DAMAGE TO DATA OR GOODS OR INTERRUPTION OF BUSINESS, IN EACH CASE HOWEVER CAUSED, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED HEREIN. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

13. LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND EXCEPT FOR LIABILITY ARISING OUT OF OR IN CONNECTION WITH BREACH OF THE NON-DISCLOSURE TERMS IN SECTION 9.3 OR THE LICENSE TERMS IN SECTION 9.2, OR IN THE EVENT OF BODILY INJURY OR DEATH AND THEN ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, EACH PARTY’S AGGREGATE LIABILITY FROM OR IN RELATION TO THIS AGREEMENT AND THE SERVICES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO EXTREME FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE MOST RECENT FULL CALENDAR YEAR PRECEDING CUSTOMER’S INITIAL NOTICE OF ANY CLAIM OR POTENTIAL CLAIM HEREUNDER. THIS LIMITATION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

14. Data Protection.

14.1 Subject to Section 14.2, in performing the Services, Extreme will comply with industry standard privacy requirements as may further be defined within the *Extreme Networks Privacy and Cookies Policy*. *Extreme’s Privacy and Cookies Policy* is subject to change at Extreme’s discretion; however, Extreme policy changes will not result in a material reduction in the level of protection provided for Customer Personal Data provided during the term of this Agreement.

14.2 This Section 14.2 shall apply where Extreme’s processing of personal data in connection with this Agreement is subject to Data Protection Law. In the event of a conflict between Section 14.1 and Section 14.2, this Section 14.2 shall apply. Customer has appointed Extreme to process Personal Data on Customer’s behalf as is necessary to provide the Services and in accordance with such other written instructions as Customer may issue from time to time. The parties’ respective obligations for the processing and control of Customer Personal Data are set out in Annex 1 – Processing of Customer Personal Data, located at <http://bit.ly/2s6YBfi>, which is incorporated herein by reference.

14.3 Customer is responsible for the introduction of any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer’s network and Customer’s applications, including any viruses, Trojan horses, worms or other programming routines contained in Customer’s applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

14.4 Customer may not provide Extreme access to health or sensitive personal information that imposes specific data security obligations for the processing of such data unless explicitly agreed between the parties. If available, Customer may purchase Services from Extreme designed to address particular data protection requirements applicable to Customer's business.

15. Miscellaneous.

15.1 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.

15.2 Notices. Any notices permitted or required under this Agreement will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Either party may change its address by giving written notice of such change in the manner provided. Notices to Extreme shall be sent to: Extreme Networks, Inc., 6480 Via del Oro, San Jose, California 95119, Attention: Legal Department.

15.3 Assignment. This Agreement may not be assigned by Customer by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under this Agreement may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

15.4 Waiver; Severability. The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

15.5 Injunctive Relief. It is expressly agreed that a violation of Sections 5.3 ("Restrictions on Copying and Reverse Engineering"), 5.4 ("No Removal of Markings"), or 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure") of this Agreement could cause irreparable harm to Extreme and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, Extreme will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

15.6 Controlling Law; Venue. The applicable law and venue for this Agreement is identified below. Customer consents to personal jurisdiction and venue in, and agrees to service of process issued or authorized by, such court as applicable to their location as identified below:

When Customer's principal place of business is in the United States or Latin America: This Agreement shall be governed in all respects by the laws of the State of California, USA, without regard to conflicts of law principles. All disputes arising under this Agreement shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, California, as permitted by law.

When Customer's principal place of business is in a country other than the United States or in Latin America: This Agreement shall be governed in all respects by the laws of England, without regard to conflicts of law principles. English courts located in London shall have exclusive jurisdiction and venue over all controversies in connection herewith.

This Agreement is written and shall be construed in the English language. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to this Agreement.

15.7 Timing of Disputes. All disagreements or controversies of any kind whether claimed in tort, contract or otherwise concerning this Agreement shall be brought within one (1) year after the occurrence of the event

giving rise to the disagreement or controversy.

15.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

15.9 Export. Customer acknowledges that it must comply with all applicable laws and regulations of the United States, and other applicable jurisdictions, that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. Customer will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable Customer to fulfill its obligations under this Agreement and shall comply with all applicable laws, rules, policies and procedures of the United States and/or other governments. Customer acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States and/or other applicable governments, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information relating thereto, in any medium, that would be in contravention to any applicable laws and regulations of the United States, or such other applicable jurisdictions, then in effect. Customer shall indemnify and hold harmless Extreme for any violation or alleged violation by Customer of such laws or regulations. Customer's obligations pursuant to this Section shall survive and continue after any termination of rights under this Agreement.

15.10 Force Majeure. Neither party will have the right to claim damages if this Agreement is terminated as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Agreement), including, but not limited to, labor disputes, strikes, wars, pandemic, endemic, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, natural disasters, governmental action or terrorism.

15.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes, and its terms govern, all prior and all contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter, including any prior click through agreements.

-End of Agreement-