Extreme Platform ONE™ Subscription Services Agreement

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS EXTREME PLATFORM ONE SUBSCRIPTION SERVICES AGREEMENT ("Agreement"). This 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 Networks Ireland Ops Unlimited Company (collectively, "Extreme") for the Services (defined below) licensed by Extreme or its licensors. If You purchased the Services through Extreme's channel, this Agreement is incorporated into applicable purchasing agreements of distributors and reseller partners. By purchasing, accessing, or using the Services, You agree to be bound by this Agreement. If you do not agree, You may not access or use the Services. If you accept this Agreement on behalf of another legal entity, then you represent that you have legal authority to bind such entity to this Agreement. Extreme may update this Agreement at any time, with notice to you of material changes, and your continued use of the Services signifies your acceptance of the revised terms. By agreeing to the terms of this Agreement, you are also accepting the terms of Extreme's Privacy Notice.

If you are participating in Extreme's Managed Services Provider ("MSP") Program, additional terms may apply, as set forth in the applicable MSP Agreement, which is separate from and supplemental to this Agreement.

1. **Definitions**.
   1.1. Services: Various services provided by Extreme, including any related Software, technology, and hardware.
   1.2. Service Term: The duration of Your subscription to use the Services.
   1.3. Software: Extreme-branded software, including all modifications and enhancements provided by Extreme.
   1.4. Your Data: All information and data that You provide or that the Services collect, process, or transfer in connection with the Services.

2. **Limited License Grant**.

   During your Service Term, Extreme grants You a limited non-transferable, non-sublicensable, non-exclusive right to access and use cloud-based Services for your license type(s) and to download, install and use related Software. This grant only applies for Your personal or internal business purposes as permitted under Your subscription type.

3. **Limitations and Restrictions**.

   3.1. You agree not to:
   (i) Modify, translate, or create derivative works of the Software;
   (ii) Copy the Software onto any public or distributed network;
   (iii) Reverse-engineer, disassemble, or decompile the Software the hardware or Software, or otherwise attempt to discover the source code or underlying ideas, procedures or algorithms of the Software, except solely to the most minimal extent that Extreme is not permitted by applicable law to exclude or limit such rights;
   (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;

(v) Remove (or fail to include on any copy) any proprietary and copyright notices, disclaimers, headers, marks or labels ("Extreme Markings");
(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;
(ix) Introduce any virus or harmful code onto the Software or Extreme's systems which enable the Software;
(x) Use any automated means, including, without limitation, agents, robots, AI/ML, scripts or spiders, to access, monitor, or copy any part of the Software or related Extreme services except through interfaces, APIs, or AI agents provided or expressly authorized by Extreme;
(xi) Represent that any AI generated output from the Services was human-generated; or
(xii) Violate any other usage limitations stated in our documentation.

3.2. You shall have no right or license in the Software or Services unless You rightfully acquire the Services from Extreme or an Extreme-authorized channel partner.

3.3. Third-Party Use of the Software. A third-party may use the Software under Your license only if it is for Your internal benefit and in compliance with this Agreement. You remain responsible for any breaches caused by that third party.

3.4. MSP & Reseller Terms. If You purchase Services through an MSP, You acknowledge that Extreme's obligations extend only to the MSP, and Extreme is not responsible for any additional commitments made by the MSP to end customers. MSPs must ensure that end customers comply with all relevant Extreme terms. Extreme retains the right to enforce these terms directly against the end customer.

4. **Ownership**. Extreme and its licensors own and retain all rights, title and interest, including all related intellectual property rights in and to the Services, including any and all enhancements, enhancement requests, suggestions, modifications, extension and/or derivative works thereof. All rights not expressly granted to You herein are reserved by Extreme and its licensors. You retain all ownership in and to Your Data, but grant Extreme the necessary rights to process it for the purposes of providing and improving our services, as further described below and in our Privacy Notice.

5. **User Accounts**. To use the Services, You must have a Services account. Access to and use of the password-protected Services account is restricted to Your authorized users. You are responsible for identifying and approving Your authorized users of the Services, and for maintaining the confidentiality of Your usernames, passwords, and account information created for access to the Services. You are responsible for all activities that occur under Your authorized users' passwords or accounts or as a result of Your and Your authorized users' access to the Services, and agree to notify Extreme immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

6. **Confidentiality**. Under this Agreement, the parties may disclose to each other Confidential Information that is confidential ("Confidential Information").

6.1. A party's Confidential Information shall not include information that:
(i) is independently developed by the other party without reference to the disclosing party's Confidential Information,
(ii) is or becomes generally available to the public through no fault of, and without breach of the Agreement by the other party,
(iii) at the time of disclosure, was rightfully known to the other party free of confidentiality restrictions, or
(iv) the other party rightfully obtains from a third party without restriction on use or disclosure.

6.2. Subject to Section 6.1 above, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Extreme will protect the confidentiality of Your Data residing in the Services for as long as such information resides in the Subscription Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors, as necessary for such party's performance under this Agreement, provided that any such employee, agent or subcontractor is subject to a written agreement that includes binding restrictions on use and disclosure of Confidential Information that are at least as protective as those set forth herein. Each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law, provided advance notice and an opportunity to object to such disclosure is provided to the disclosing party by the party being required to provide such Confidential Information. Upon reasonable written request of the discloser, the recipient will either return, delete or destroy all Confidential Information and certify the same.

7. **Data**. Extreme will process Your Data in compliance with applicable laws and Extreme's Privacy Notice, as updated from time to time. If applicable, Extreme's Data Processing Addendum is incorporated by reference, and can be found here: https://www.extremenetworks.com/company/legal/data-privacy-and-protection/ .
   7.1. Extreme may collect data related to the Service and Customer's network, including, but not limited to configuration, operation, performance, use, network strength, traffic, and performance data. ("System Data"). System Data may also include data collected through APIs or agents from third-parties that You have enabled or approved. System Data does not encompass Content, as defined below.
   7.2. If Your license includes AI tools or functionality, You may provide input to the Service ("Input"), and receive output generated and returned by the Service ("Output"). Input and Output are collectively "Content." For avoidance of doubt, Content includes user-entered Input into dashboards and user interactions with AI agents, if agents are included in Your subscription, as well as the Output from those interactions and the Input/Output from conversational interfaces.
   7.3. Extreme Networks may use System Data and Content to provide, enhance, and maintain the Service, comply with applicable law, enforce our policies, or for other lawful purposes stated in the documentation and service descriptions for Services under Your license. Content and Anonymized System Data may be used to train Extreme's internal AI/ML models, but Extreme will not allow third-parties to train their LLMs with System Data or Content. For these purposes, internal models may include models hosted on Extreme servers or in a third-party environment on behalf of Extreme and only visible to Extreme, and may include open-source models fine-tuned on Extreme's servers, Extreme shall exclusively own and retain all rights in System Data that is anonymized, i.e. that neither identifies You or Your End Users nor is personally identifiable with an individual ("Anonymized System Data").
   7.4. Retention will continue to be available for a period of up to thirty (30) days after the end of the Service Term. At the end of such thirty (30) day period, and except as may be required by law, Extreme will delete, anonymize or otherwise render unrecoverable your Content and personally identifiable System Data.
   7.5. If you enter personal data into the Service, or use the Service to process personal data, you must provide legally adequate privacy notices and obtain necessary consents for the processing and/or transfer of such data, and you represent to us that the processing is in accordance with applicable law.
   7.6. If You have migrated from ExtremeCloud™ IQ ("XIQ") to Extreme Platform One, You authorize Extreme to migrate XIQ Data into Platform ONE for continuity of service and Platform ONE functionality. Migrated XIQ data will be treated as Platform ONE Data and may be processed by Extreme to provide Platform ONE features and in accordance with these Terms.
8. **Support Entitlement**

8.1. **Entitlement:** License holders are entitled to Technical Assistance Center (TAC) and Operating System (OS) support on Extreme Networks hardware where the license has been onboarded, except as listed in the Products with Excluded TAC&OS Platform ONE Subscription List (Exclusions List).

8.2. **Exclusions List:** The Exclusions List, which is incorporated herein by reference and available on our Support Policies Page here: https://www.extremenetworks.com/support/policies, specifies Extreme Networks hardware products for which the hardware TAC and OS are not covered under this support entitlement. This list may be updated from time-to-time at the sole discretion of Extreme, and such updates shall be effective upon posting. You are responsible for reviewing the current version of the list.

8.3. **End of Life Policies:** Availability of support is subject to Extreme's End-of-Life policies, available here https://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products.

8.4. **Scope of Support:** Documentation detailing the scope of support can be found here: https://www.extremenetworks.com/services/support-services

TAC and OS support includes, but is not limited to:

- Assistance with installation, configuration, and troubleshooting;
- Critical updates, patches and fixes for licensed software'
- Maintenance releases as defined by the applicable product documentation.

9. **Warranties, Disclaimers and Exclusive Remedies**.

9.1. Extreme warrants that during the Service Term Extreme will provide the Services using commercially reasonable care and skill consistent with our documentation. If the Services provided to You are not performed as warranted, You must promptly provide us with written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services). Note that, given the probabilistic nature of machine learning, use of the artificial intelligence and machine learning components of our Services may in some situations result in incorrect responses. You should evaluate the accuracy of any output as appropriate for your use case, including by using human review of the Output. Where the Services execute actions on Your network or systems upon Your or Your authorized users' approval or standing instruction, such actions are deemed made at Your direction, as further described in the applicable Service Description.

9.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXTREME DOES NOT WARRANT THAT (A) THE SERVICES WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED, OR THAT EXTREME WILL CORRECT ALL SERVICES ERRORS OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. EXTREME IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR DATA OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

9.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY BREACH OF THIS SERVICE WARRANTY, YOUR EXCLUSIVE REMEDY AND EXTREME'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICE THAT CAUSED THE BREACH OF WARRANTY, OR, IF EXTREME CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND EXTREME WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

9.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability**. EXTREME, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS AND LICENSORS, SHALL BE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST

OR CORRUPTED DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, LOST REVENUE, LOST GOODWILL, OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF EXTREME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE SOFTWARE, MAINTENANCE SERVICES OR THE RESULTS THEREOF. EXTREME WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

ALL LIABILITY OF EXTREME, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO YOU SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU TO EXTREME OR THE EXTREME-AUTHORIZED CHANNEL PARTNER DURING THE PRIOR TWELVE MONTHS FOR THE SERVICES THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

THE TERMS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

11. **Intellectual Property Rights Infringement**.

11.1. **Scope**. Extreme (the "Indemnitor") will defend You, your directors, officers, employees and agents (individually and collectively, the "Indemnified Party") at Indemnitor's expense, against any third party claim, action, suit or proceeding brought against an Indemnified Party (a "Claim") that the Services infringe third party patents or copyrights enforceable in the United States or the European Union and will indemnify an Indemnified Party against any final judgment entered by a court of competent jurisdiction or any settlement arising out of a Claim.

11.2. The Indemnitor's obligations to defend and indemnify the Indemnified Party are conditioned on the following:

(i) **Notice**. The Indemnified Party shall give written notice to the Indemnitor promptly after the Indemnified Party becomes aware of the facts giving rise to the Claim; and

(ii) **Control**. The Indemnitor shall have the sole right to control the defense and/or settlement of the Claim, including any appeals, in such manner as it may deem appropriate in its sole discretion. An Indemnified Party, at its expense, may hire legal counsel of its choice to participate in an advisory-only capacity related to the Claim.

(iii) **Cooperation**. Indemnified Party shall cooperate with Indemnitor in the investigation, defense or settlement of a Claim, and provide available information, assistance and authority, at the Indemnitor's expense, to enable the Indemnitor to investigate, defend, compromise or settle the Claim.

(iv) **Settlement**. Indemnitor shall be authorized to consent to a settlement of, or the entry of any judgment arising from the Claim, subject to the following: Indemnified Party must consent to such settlement, and such consent shall not be unreasonably withheld. Indemnitor will not be responsible for any compromise or settlement of a Claim made or expense incurred without its express written consent.

11.3. **Limitations**. Indemnitor will have no defense or indemnity obligation or liability to Indemnified Party with respect to a Claim which is based upon:

(i) A Subscription Services that has been modified by someone other than the Indemnitor, if such modification results in the allegation of the infringement;

(ii) A Subscription Services that has been modified by Indemnitor in accordance with the Indemnitee's provided specifications or instructions, if such modification results in the allegation of the infringement;

(iii) Use or combination of a Subscription Services with Third Party Product, if such use or combination results in the infringement; The term "Third Party Product" means any products manufactured by or supplied by a party other than Indemnitor.

(iv) Use of a version of a Subscription Services, other than the then-current version, after receiving notice of possible infringement from Indemnitor, if the Claim would have been avoided by the use of the then-current version; or a claim against any Open Source Software.

11.4. **Remedial Measures**. Upon notice of a Claim, or if Indemnitor reasonably believes a Third Party Claim is likely, Indemnitor may, at its own expense and in its sole discretion, do any of the following:

(i) procure for Indemnified Party the right to continue to use, market or sell the Subscription Services at no additional cost;

(ii) replace or modify the Subscription Services with a non-infringing Subscription Services with similar operating capabilities; or

(iii) if Indemnitor determines that neither 10.4(i) nor 10.4(ii) described above are commercially reasonable, Indemnitor may terminate the infringing portion of the Subscription Services and refund to Indemnified Party any fees pre-paid by Indemnified Party for the remaining portion of the terminated Service Term, in which case Indemnified Party will cease all use of the Subscription Services.

11.5. **Exclusive Remedy**. The foregoing states Extreme's entire liability and the Indemnified Party's sole and exclusive remedies with respect to any and all claims of infringement of any proprietary rights of any third party.

12. **Temporary Suspension, Term and Termination**.

12.1. **Temporary Suspension.** Extreme may suspend access to or use of the Services if: (a) Extreme determines Your use of the Services poses a security risk; (b) Extreme suspects fraud or abuse; or (c) You are in breach of the Agreement, including but not limited to the obligation to pay a fee for the Services, and you do not cure that breach within thirty (30) days after Extreme notifies You in writing of that breach. When legally permitted and practicable, Extreme will notify you in advance of such suspension. Extreme will use reasonable efforts to re-establish the Services promptly after Extreme determines that the issue causing the suspension has been resolved. During any suspension period, Extreme will make Your Data available to You. Suspension shall not excuse You from Your obligation to make payment for the Services.

12.2. **Material Breach:** Either party may terminate this Agreement by written notice if the other party fails to meet a material obligation and fails to remedy the breach within thirty (30) days of being notified in writing of the details of the breach. For avoidance of doubt, no notice is required for Extreme to terminate or modify free Preview Services, as defined below.

12.3. **Survival.** The provisions that survive termination or expiration of this Agreement include Section 1 (Definitions), Section 4 (Ownership), Section 6 (Confidentiality), Section 10 (Limitation of Liability), Section 11 (Intellectual Property Rights Infringement), Section 17 (General Provision), and any other terms which by their nature are intended to survive.

13. **Services Analyses**. Extreme may compile statistical and other information related to the performance, operation and use of the Services and use data from the Services in aggregated form. Extreme may make the Services analyses publicly available; however the Services Analysis will not disclose Your Data or Confidential Information in a form that could serve to identify You or any individual. Extreme retains all intellectual property rights to any Services analysis.

14. **Export and Compliance with Laws**. You must comply with all applicable laws and regulations in connection with Your use of the Services, as well as technical information and data. You acknowledge that the Services may be subject to economic sanctions, export and/or import laws and regulations of various countries, including, but not limited to, the U.S. Export Administration Regulations, restricting the download, transfer, reexport, sale and import of the Services to certain countries and persons. You further acknowledge that the Services may include encryption/decryption features subject to licensing restrictions under U.S. and other applicable laws for export, re-export, import or in-country transfer. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and

regulations relating to the importation of the Services, in the United States and in any foreign jurisdiction into which the Services are downloaded or used.

Without limiting the foregoing, the Services may not be exported or re-exported (i) into (or to a national or resident of, other than a nationally lawfully admitted for permanent residence in third countries) Belarus, Cuba, Iran, North Korea, Russia, Syria, the Crimea region of Ukraine, the Luhansk People's Republic, the Donetsk People's Republic, the Kherson or Zaporizhzhia oblasts, or any other country or region against which the United States or EU maintains comprehensive sanctions; (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear fuel or weapons, missiles, or chemical or biological weapons; (iii) any military end use or military end user in Belarus, Burma, Cambodia, China, Russia, or Venezuela; or (iv) any restricted party identified on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or owned 50 percent or more, in the aggregate, by such persons, or identified on, the U.S. Commerce Department's Denied Persons List, Entity List, Military End User List, or Unverified List.

15. By using the Services, You agree to the foregoing and You represent and warrant that You are not located in, under the control of, acting on behalf of, or a national or resident of, any such country or on any such list. If You obtained the Services outside the United States, You also agree that you will not export or re-export it in violation of the laws of the country in which it was obtained, including, but not limited to, export and sanctions laws. You will, at Your own expense, obtain all necessary customs, import or other governmental authorizations and approvals.

16. **Preview Services**

16.1. **Access**. Customer may receive access to certain Services on a free, fully discounted or trial basis, or as an alpha, beta or early access or similarly named offering ("Preview Services"). Use of Preview Services is subject to this Agreement.

16.2. **Limitations**: Access to Preview Services is limited to Your internal business purposes to evaluate the Service, and not for any general commercial or competitive purpose.

16.3. **Termination or Modification**. At any time, Extreme may terminate or modify Customer's use (including applicable terms) of Preview Services or modify the Services themselves. For modifications of Preview Services or Customer's use, Customer must accept those modifications to continue accessing or using the Preview Services.

16.4. **No Warranties.** Preview Services are often offered specifically to identify possible errors, issues, bugs, areas for improvement, or problems with integration. Preview Services may be inoperable, incomplete or include errors and bugs or features that Extreme may never release, and their features and performance information are Extreme's Confidential Information.

16.5. **Feedback.** We appreciate feedback, comments, ideas, proposals, and suggestions for improvements. You agree that Extreme or its licensors retain all ownership and intellectual property rights (including all derivatives or improvements thereof) in and to any feedback provided by You or any other party that relates to the Preview Services ("Feedback"), and acknowledge that Extreme may use the Feedback for any purpose.

16.6. **Disclaimer. Notwithstanding anything else in this Agreement, to the maximum extent permitted by law, Extreme provides no warranty, indemnity, service level agreement or support for Preview Services. In the event of a conflict between this section and any other portions of this Agreement, this section shall control with respect to Preview Services.**

17. **GENERAL PROVISIONS.**

17.1. **Governing Law; Jurisdiction**. 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. You consent to 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.

17.2. **Entire Agreement, Order of Precedence and Amendments**. This Agreement is the entire agreement between Extreme and You with respect to the subject matter hereof. This Agreement shall supersede and void 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 Services, then that written agreement shall control in the event of a conflict between that agreement and this Agreement.

17.3. **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.

17.4. **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.

17.5. **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.

17.6. **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.

17.7. **Consent to Marketing References.** You agree Extreme has the express right to use Your 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 Your company 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.

18. **Services Descriptions**. The following descriptions are incorporated herein by reference and shall apply to Your purchase of licenses for the Services. In the event of a conflict between the terms of this Agreement and the Service Descriptions below, the terms of the Service Descriptions shall prevail.

ExtremeCloud™ SD-WAN Service Description: https://extr-p-001.sitecorecontenthub.cloud/api/public/content/8ee6f7b573c640dfa5f3cddfa72c0224?v=8b23b113

Extreme Platform ONE™ Service Description: https://extr-p-001.sitecorecontenthub.cloud/api/public/content/PlatformOneServiceDescription

Extreme AI Service Description: https://extr-p-001.sitecorecontenthub.cloud/api/public/content/ExtremeAIServiceDescription?v=3c79847c

ExtremeCloud™ Business Insights Service Description: https://extr-p-001.sitecorecontenthub.cloud/api/public/content/XIQBI-Service-Description?v=0ab58a92

ExtremeCloud™ Universal Zero Trust Network Access Service Description: https://extr-p-001.sitecorecontenthub.cloud/api/public/content/Service-Description-for-UZTNA?v=27cfea6d

APPENDIX A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is incorporated into and made a part of the Extreme Platform ONE Subscription Services Agreement ("Agreement").

1. Definitions

The following terms, as capitalized in this Appendix A, shall have the following meanings in this exhibit:

"Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 5-minute periods during a Service Year in which the Cloud Service was Unavailable to You. If You have been using the Cloud Service for less than a full 365 days, Your Service Year for purposes of submitting a Claim and determining a Service Credit will be deemed to be the preceding 365 days, but any such days prior to Your actual use of the Cloud Service will be deemed to have had 100% Availability. Any Unavailability occurring during Your period of use, but prior to submitting a Claim cannot be used as a basis for future submitted Claims. Annual Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusion.

"Availability" means the ability to login and perform operations by means of the Cloud Service.

"Claim" means a claim for a Service Credit You submit by opening a support case with Extreme, on the basis that the Cloud Service has been Unavailable to You during a service period.

"Cloud Service" means Extreme Platform ONE **public** cloud service. For avoidance of doubt, it does not include private or on-prem cloud services maintained on the customer's own network, and it does not apply to Preview Services as defined in the Agreement.

"Customer" refers to You – whether an individual or corporate entity – as the end user of the Cloud Service.

"Incident" means any set of circumstances resulting in the Unavailability of the Cloud Service at any time, consistent with the Service Level commitments under this SLA. An Incident, for purposes of submitting and determining the validity of a Claim, shall not be based on any SLA Exclusions.

"Service Credit" is a dollar credit, calculated as set forth below and in the table below that we may credit back to Your account upon Your submission of a validated SLA Claim.

"Service Level" means the amount of time expressed as a percentage during which the Cloud Service is available and accessible to Customers.

"Service Year" is the 365 day period preceding the date of an SLA claim.

"SLA Exclusion" means an instance or reason for which the Service commitment hereunder does not apply and the associated inability to login and perform operations by means of the Cloud Service does not constitute Unavailability for purposes of a Service Credit.

"Unavailable" or "Unavailability" means each full increment of 5 minutes during Your use of the Cloud Service where Your access to the Cloud Service, has no external connectivity and during which You are unable to login and monitor Your devices.

2. Cloud Service Commitment

Extreme will use commercially reasonable efforts to make the Cloud Service available to You withan Annual Uptime Percentage of at least 99.99%, excluding planned maintenance service. In the event that Extreme does not meet this SLA uptime commitment, You will be eligible to receive a Service Credit as follows:

Annual Uptime Percentage	Service Credit
99.9% to 99.99%	5 days
99% to 99.9%	10 days
Below 99%	20 days

3. **Service Credit Requests.**

3.1 To receive a Service Credit, You must notify us and submit a Claim within thirty (30) daysfrom the Incident that is the basis for Your claim.

3.2 To be eligible, Your Claim must include:

(a) the dates, times, description and duration of each Incident experienced;

(b) Your account number and Platform ONE instance(s) that were running andaffected during the time of each Incident; and

(c) Your server request logs, network traceroutes and URL(s) affected by the Incident,that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed).

3.3 Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and You from receiving a Service Credit. If we validate the Claim, then we will issue the Service Credit within two billing cycles following the month in which the Claim is submitted.

4. Service Credit Provisions.

4.1 The Service Credits are Your sole and exclusive remedy for any Incidents affecting the Service Level commitments to You under the Agreement, including with respect to any Incident or any Unavailability.

4.2 Service Credits shall be a credit towards future services only, and do not entitle You to anyrefund or other payment from Extreme.

4.3 Service Credits may not be transferred or applied to any other account, nor exchanged for,or converted to monetary amounts.

4.4 The maximum Service Credits awarded with respect to Claims a Customer submits in anycalendar month shall not, under any circumstance, exceed in the aggregate the Customer'sequivalent monthly Cloud Service fees for such month. In the event that an Incident resultsin the Unavailability of more than one Service Level, You must choose only one Service

Level under which to submit a Claim based on that Incident, and You may not submit anyother Claim under any other Service Level with respect to the same Incident. Extreme will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and which Service Levels apply to the Claim.

5. SLA Exclusions.

5.1 This SLA does not apply to any Availability or Unavailability of the Cloud Service:

- Caused by factors outside of Extreme's reasonable control, including any force majeure event or interruption or impediment to Internet access or related problems, including downtime attributable to third-party service providers that are not within Extreme's direct control;
- That result from Your equipment, software or other Technology and/or third-partyequipment, software or other Technology (other than third-party equipment withinExtreme's direct control);
- That resulted from performing announced maintenance service and Cloud Serviceupgrades;
- Associated with beta testing, evaluation and trial usage of Cloud Service accounts;
- That result from any actions or inactions from Customer or any third party,including employees, agents, contractors, or vendors, or anyone gaining access to the Cloud Service by means of Customer's passwords or equipment. This includes unavailability caused by misuse, unauthorized modifications, or configurations by the Customer, as well as downtime caused by security breaches or attacks, if not directly attributable to Extreme's failure to maintain adequate security measures.
- Resulting from compliance with governmental or regulatory actions, orders, or directives.
- Arising from our suspension and termination of Your right to use the Cloud Servicein accordance with this Agreement.

5.2 Extreme may, but is not obligated to, issue a Service Credit in its sole discretion whereYour use of the Cloud Service may be Unavailable due to factors other than expressly provided here in this SLA.

-End of Appendix A

-End of Agreement-