

Service Description for ExtremeCloud Business Insights

1. **Introduction.** This Service Description is governed by the Extreme Cloud Subscription Service Agreement located at <https://www.extremenetworks.com/about-extreme-networks/company/legal/terms-of-use> and this Service Description (collectively, the “Agreement”). In the event Customer purchased the Service through Extreme’s channel, the Agreement is incorporated into applicable purchasing agreements of distributors and reseller partners. Customer’s use of the Service constitutes assent to the Agreement.

1.1 **Definitions.** The definitions below apply to this Service Description. Some capitalized terms are defined within the specific context in which they are used below. Other capitalized words that are not defined in this Service Description are defined in the Agreement:

- “Activation Date” means the date that the Service is available for use, or when Customer activates their license(s), whichever is earlier.
- “Customer” means the entity invoiced for the Service.
- “Extreme” means the Extreme entity which invoices Customer for the Service.
- “Service” means the ExtremeCloud Business Insights service consumed by the Customer under the Agreement and as further described herein.
- “Related Software” means software provided by Extreme in connection with the Service for the sole purpose of enabling Customer to use the Service. Related Software may include development software and tools, and software to be installed on end user devices for the purpose of using the Service. Related Software excludes software that Extreme makes available under separate terms or pursuant to a separate agreement.

2. **The Service.** ExtremeCloud Business Insights is a centralized platform for the collection of certain data for the purposes of analysis and use. This Service is made available to Customer with a minimum term commitment of one (1) year. Renewals will require a renewal quote from Extreme.

3. **System Data.** Extreme may collect data on the configuration, operation, performance and use of the Service (“System Data”). System Data does not encompass any Customer Content. Extreme will treat any personal information collected in System Data with the applicable jurisdiction’s Extreme Privacy Statement, all of which are available at <https://www.extremenetworks.com/about-extreme-networks/company/legal/data-privacy-and-protection> and each of which is hereby incorporated by reference. System Data may be used by Extreme to (a) support or carry out its provision of the Service to You and Your End Users, (b) enhance or propose enhancements to Your or Your End Users’ use or expansion of the Service or other Extreme products and services, (c) exercise or fulfill its legal rights and obligations, or (d) marketing of products (collectively referred to as the “Purpose”). Any transfer of System Data to third parties will be consistent with the Purpose and applicable laws, and subject to protections appropriate for confidential customer information. Subject to any mandatory statutory rights of Customer, Your End Users, or third parties, 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”). Such data shall be considered Extreme’s confidential information, and Extreme may use or share Anonymized System Data for any lawful technical or commercial purposes. Customer’s disablement of related System Data collection features may entail disruption or disablement of the Service, as advised by Extreme in the documentation provided with the Service or otherwise.

4. **Service Operations.**

4.1 **Pre-requisites for Service.**

4.1.1. Customer shall agree to a pre-qualification checklist and ensure appropriate prerequisites for use of Services. Customer shall also grant Extreme personnel and subcontractors access to systems necessary for Services, including necessary adjustments, maintenance and repairs. Customer shall also make available to Extreme technical personnel familiar with Customer's business requirements with respect to the Service and utilize the Service with reasonable care in accordance with applicable documentation and this Agreement.

4.1.2. ExtremeCloud Business Insights relies on specific data sources and infrastructure to ensure that it functions optimally. Below are the two deployment models currently offered:

- a. Extreme Wireless Infrastructure (ExtremeCloud IQ Controller and Traffic/Analytics Sensor managed by ExtremeCloud IQ Site Engine): Venues with Extreme Wireless-controlled infrastructure gain insights into traffic analysis, location insights, and any reporting pertaining to wireless data.
- b. External (third-party devices) Wireless Platform: Venues with a third-party wireless infrastructure deploy analytics and traffic sensors to collect data. ExtremeCloud IQ Site Engine is required to manage these sensors. These venues still gain insights into traffic analysis (application reporting) but lack insights into location analysis and reporting pertaining to wireless data.

4.2 Customer's Obligations. Customer may not use the Service or Related Software in a service provider capacity. Customer shall remain directly liable to Extreme for any breach of these terms resulting from Customer's (or Customer's end users') violation of these terms.

4.2.1. Customer agrees to obtain necessary rights, permissions and consents associated with: (a) Customer Content; and (b) the underlying infrastructure utilized by the Service; and (c) non-Extreme software or other components that Customer directs or requests that Extreme use with, install, or integrate with the Services. Customer shall indemnify, hold harmless and, at Extreme's election, defend Extreme against all claims, liabilities, losses, costs, damages, civil fines, penalties, fines and expenses (including reasonable attorney's fees) arising out of or relating to, directly or indirectly, Customer's failure to secure adequate rights, permissions, and consents for use of data in connection to this Agreement. Customer will promptly notify Extreme of any third-party claims related to Services.

4.2.2. Customer shall proactively notify Extreme of any changes to the Site, networking, or relevant components that are connected the Service.

4.3 Restrictions On Use.

4.3.1. Services may only be used for lawful purposes. Customer is solely responsible for ensuring that its use of the Services does not violate any federal, state, or local law. This includes, but is not limited to, laws and regulations relating to data privacy, intellectual property, trade sanctions implemented by the U.S. Treasury's Office of Foreign Assets Control, or export Controls implemented by the U.S. Department of Commerce.

4.3.2. Extreme specifically disclaims liability for use of the Services in Mission Critical Applications by Customer or End Users. A "Mission Critical Application" is any application in which failure of the Services could result, directly or indirectly, in personal injury or death. Should Customer use the Services for a Mission Critical Application, Customers will indemnify and hold Extreme and its subsidiaries, subcontractors and affiliates harmless against all costs, damages and expenses and reasonable attorneys' fees arising out of, directly or indirectly, any claim of product liability, personal injury or death arising in any way out of such Mission Critical Application, whether or not Extreme or its subcontractor was negligent in the design, manufacture or warning of the Licensed Software.

4.4 Contacting Extreme for Support. The Service includes 24x7 support services. Extreme is the single point of contact for all Service support requests. All support for the Service is conducted through the support information provided to the Customer at the start of the Service. Any attempts to contact Extreme through any other means could result in delayed support.

4.5 Modification of Infrastructure. Prior to any modification of the underlying infrastructure,

Customer must provide reasonable advanced notification to Extreme. Changes to the configuration of the underlying infrastructure for the Service may affect the Service. Extreme is not responsible for degradation in Service resulting from modification of the underlying infrastructure for which such reasonable notice is not provided.

4.6 Provision of Service. Extreme will determine, at its discretion, the applicable components for the Service. Extreme may modify the Service in its sole discretion provided performance and features are not materially changed. Extreme will monitor utilization, performance, as well as other metrics, as part of the Service.

4.7 Security. Customer is responsible for ensuring the physical security of Customer-owned systems interacting with Services, as well as network vulnerability scans and security monitoring.

5. Business Operations.

5.1 Pricing. Pricing for the Service is provided in the Quote. In the event Customer purchases through channel, Customer's Extreme Channel Partner is free to determine and set its own resale pricing to Customer for the Service.

5.2 Billing. Customer, will be billed annually for the Service commencing on the Activation Date. Failure to pay for the Service will result in suspension and/or termination.

5.3 Suspension and Re-Enablement. In the event of a breach of these terms by Customer, Extreme reserves the right to suspend the Service, portion thereof, or any functionality of the Service. During the time Customer's access to and use of the Service is suspended for any reason as provided in the Agreement, Customer will be required to stop use of the Service. Extreme will not support the Service during the period of suspension.

5.4 Termination of the Service. Upon termination of the Service for any reason, Customer will permanently lose Customer's access to the Services and environments, which will be deleted and not recoverable by Extreme. Extreme may continue to accumulate data for a period of ninety (90) days post termination for Customer's potential reinstatement. After such time, Extreme will have no obligation nor responsibility for maintaining customer content in accordance with this section. Customer may request deletion of customer content after termination, provided, however, that upon receipt of such request, Extreme obligation to provide such data terminates.

5.5 Cancellation. Except to the extent otherwise required by applicable law, Customer or Customer's Extreme Channel Partner, as applicable, cannot cancel or terminate the Service prior to the expiration of the committed Subscription Term. Customer may stop using the Service at any time, but Customer is liable for all remaining charges for the Subscription Term, regardless of whether Customer actually uses the Service for the entire Subscription Term. There is no refund for any committed charges that Customer or Channel Partner paid at the time the Service was purchased from Extreme, regardless of whether or not Customer actually uses the Service for the entire Subscription Term.

5.6 Applicable Terms. Extreme may periodically modify the terms of this Service Description as products and features are developed. Customer's continued use of the Service constitutes assent to the terms, as modified.