

Terms of Support

NOTICE TO ALL USERS: PLEASE READ THESE TERMS OF SUPPORT (THE “AGREEMENT”) CAREFULLY. EXTREME RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME WITHOUT FURTHER NOTICE BUT WILL POST THE REVISED AGREEMENT ON EXTREME’S WEBSITE. YOUR CONTINUED USE OF THE SERVICES AFTER ANY SUCH REVISIONS CONSTITUTES YOUR ACCEPTANCE OF THE NEW AGREEMENT. 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. IT IS YOUR RESPONSIBILITY TO REGULARLY CHECK THE EXTREME WEBSITE TO DETERMINE IF THERE HAVE BEEN ANY CHANGES TO THIS AGREEMENT AND TO REVIEW SUCH CHANGES.

Extreme Networks, Inc. (“Extreme”) agrees to provide the ExtremeWorks Support Program and related Support Plans to You pursuant to the following terms and conditions. If You do not accept these terms, do not purchase or use the ExtremeWorks Support Program or related Support Plans.

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

1.1 “Authorized Resellers” means those companies (a) authorized by Extreme to resell, promote or deliver the ExtremeWorks Support Program to the marketplace, and (b) through which Customer has purchased the ExtremeWorks Support Program.

1.2 “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.

1.3 “Customer Documentation” means Product documentation, Product specifications and other related materials.

1.4 “Customer Personal Data” means all personal data (as defined in the Data Protection Law) which is processed by Extreme on Your behalf, or on behalf of an End User, in connection with the Services.

1.5 “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.

1.6 “Defect” means a failure of any Product to operate in accordance with Extreme’s technical specifications as set forth in the End User Documentation.

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 “Price List” means Extreme’s suggested retail price list applicable to the delivery location in effect at the time of order acceptance by Extreme, which price list is subject to revision from time to time in Extreme’s sole discretion.

1.9 “Products” mean Extreme commercial networking products as identified in the Price List, including (i) hardware products with embedded Software, (ii) Software Products in object code form, (iii) End User Documentation, and (iv) other materials related to the foregoing, if any, supplied to You in a commercial package.

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

1.11 “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 Your Products, as part of, and in order to, provide the Services You have ordered. You may be required to provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.

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

1.13 “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 Specification.

1.14 “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 at the time of order acknowledgement by Extreme.

1.15 “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.

1.16 “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.

1.17 “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.

1.18 “Your Content” means all text, files, images, graphics, illustrations, information, data (including Customer Personal Data as defined in this Agreement), audio, video, photographs and other content and material, in any format, provided by You or on behalf of any End User that reside in, or run on or through, the Service.

2. Services. The scope of the Services provided to Customer hereunder is based on the support plan purchased by Customer 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, <http://www.extremenetworks.com/support/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 Customer. 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, Customer must have Extreme equipment with current maintenance support entitlements. Future Services are deemed added to this Agreement at such time as they are added to the Price List, unless otherwise specified by Extreme in writing. Extreme has the right to discontinue the distribution or availability of any Service at any time upon sixty (60) days’ prior notice to Customer 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 Customer 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 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 3 ("Exclusions").

3. 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.

4. Customer Obligations.

4.1 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.

4.2 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.

4.3 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.

4.4 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 End User Documentation supplied by Extreme.

5. Ordering and Payment Terms.

5.1 Orders.

5.1.1 The terms and conditions of this Agreement will apply to any and all purchase orders submitted by Customer and will supersede any different or additional terms on Customer's purchase orders.

5.1.2 Each purchase order must be acknowledged and accepted by Extreme in writing prior to Extreme incurring any obligation under such purchase order. Extreme reserves the right to reject any order.

5.1.3 In countries where Services are available from Extreme, Customer may purchase a Support Plan set forth on Extreme's then-current Price List by submitting an order for such Support Plan either at the time of the purchase of the Product to which it relates or at any time thereafter, subject to Section 5.2 ("Reinstatement and Inspection"), Section 6 ("Support for End of Life") and Extreme's acceptance of such order at its sole discretion. Customer shall be responsible for any other travel and living expenses incurred in connection with the Services or on-site Service calls that are not expressly included in Customer's applicable Support Plan.

5.1.4 Each order of one Support Plan is only valid for a single unit or units of the Product for which Service is purchased and paid for. All orders for Services must include the location where the Services will be provided, the Support Plan being purchased and the model number and serial number of the Product to be supported or such information must be provided to Extreme in writing promptly following the purchase of the Services. Extreme will not be obligated to provide Services for a Product unless Extreme has received such information.

5.1.5 All orders for Services placed with Extreme will be non-cancelable, and all support fees and training fees, if applicable, paid to Extreme shall be non-refundable.

5.2 Reinstatement and Inspection. If Services are not ordered concurrently with any Product orders or are not promptly renewed each year, Extreme may, at its option, commence such Services upon payment of the applicable support fee and a reinstatement fee. If a Product is purchased in used condition, Extreme may, at its option, inspect the Product and commence Services for such Product upon payment of the applicable support fee, a reinstatement fee and Extreme's inspection fee.

5.3 Purchases from Extreme. If Customer is purchasing the Services directly from Extreme, Extreme's terms and conditions of sale and service shall apply to such purchase. These terms and conditions can be found at <http://extremenetworks.com/company/legal/terms-of-sales>.

5.4 Purchases from Authorized Reseller. If Customer is purchasing the Services from an Authorized Reseller, notwithstanding the above, the payment terms set forth in Customer's agreement with the Authorized Reseller shall govern; provided, however, in the event the Customer's Authorized Reseller defaults on its payment obligations to Extreme for the Services, then You or Customer's Use of the Services may be suspended without notice, until such time as the Authorized Reseller cures the breach, or the Customer elects to contract for Services directly with Extreme. All other terms of this Agreement shall remain in full force and effect, and any other conflicting, additional or different terms set forth in an agreement between the Customer and an Authorized Reseller are superseded by this Agreement and shall be entirely unenforceable against 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 as You and/or 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 and sales of each Product and Service (including reseller and end user information) (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 End User 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. You and 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. You and/or the Customer may be exposed to certain confidential information of Extreme including but not limited to information concerning the business, technology, and customers of Extreme, which You know or should know is Extreme's confidential and proprietary information (herein "Confidential Information"). You agree that while this Agreement is in effect and for a period of three (3) years thereafter, You/it 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 Extreme. Customer 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 Extreme. If any Confidential Information is required to be disclosed by Customer as a matter of law or by order of a court or other legal process, Customer will promptly notify Extreme of such obligation to disclose and reasonably assist Extreme 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 You 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 You or the Customer will be resolved. EXTREME WARRANTS THE SERVICES ONLY TO YOU PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS SET FORTH ABOVE, EXTREME MAKES, AND YOU RECEIVE, 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. Unless Customer or Extreme provides notice at least sixty (60) days prior to the end of the Support Plan term of its intent not to renew the Support Plan, the Support Plan term will automatically renew for one (1) year subject to payment being received by Extreme for such Support Plan. If Customer fails to pay the annual Support Plan fees in accordance with Extreme's invoice, the applicable ExtremeWorks Support Plan will automatically terminate without notice.

11.2 Agreement Term. 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.

11.3 Termination. This Agreement shall be terminated immediately upon the expiration of all prepaid support periods for the Support Plans purchased by You. This Agreement may also be terminated by Extreme (i) for its convenience, upon sixty (60) days' prior written notice to the Customer; provided, however, that Extreme will continue to provide Services during any prepaid support period so long as this Agreement was not terminated for Your or Customer's breach, (ii) immediately upon written notice to Customer, if Customer breaches or violates any provision of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("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 expiration or termination of this Agreement for whatever reason, You shall no longer be entitled to receive Services from Extreme pursuant to this Agreement, all support fees and training 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 You for the Products pursuant to this Agreement. In addition, Extreme will be entitled to reject all or part of any orders received from Customer after notice but prior to the effective date of termination. 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 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 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("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 in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, UNDER NO CIRCUMSTANCES WILL EXTREME 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 PROFITS, 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 EXTREME 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, EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY, EXTREME'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 COMPANY TO EXTREME FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE MOST RECENT FULL CALENDAR YEAR PRECEDING COMPANY'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*, which is available at www.extremenetworks.com, and is incorporated herein by reference. *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 Your order.

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. You have appointed Extreme to process Personal Data on Your behalf as is necessary to provide the Services and in accordance with such other written instructions as You 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 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for the introduction of any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

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

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, Fax: (408) 579-3000.

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 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("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. This Agreement shall be governed in all respects exclusively by the laws of the State of California and the United States of America without regard to conflicts of law principles. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to this Agreement. 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, as permitted by law, and Customer consents to personal jurisdiction in such courts.

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 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 government. Customer acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, 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 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, 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.