

EXTREME NETWORKS MASTER SERVICE AGREEMENT FOR SUPPLIERS

This Extreme Networks Master Service Agreement for Suppliers (the “Agreement”) govern the purchase of products and services by **Extreme Networks, Inc. and its Affiliates (“Extreme”)**, with a principal place of business at 2121 RDU Center Drive, Suite 300, Morrisville, North Carolina 27560, from the supplying entity (“**Supplier**”), which is a corporation organized under the laws of its respective jurisdiction and operating from the address provided during the course of the business relationship. By supplying goods or services to Extreme, the Supplier agrees to be bound by the terms of this Agreement. Extreme reserves the right, at its sole discretion, to modify these terms at any time without prior notice. Any updates will be posted on Extreme’s website, and continued engagement with Extreme following such updates constitutes acceptance of the revised terms. Suppliers are responsible for reviewing this Agreement periodically for any changes.

1. Engagement of Services. Subject to the terms of this Agreement, Supplier will render the services set forth in the Statement of Work attached hereto as Exhibit A (“Statement of Work”) by the completion date(s) set forth in such Statement of Work. Extreme may issue additional Statements of Work to Supplier, which will be deemed added to this Agreement upon acceptance by Supplier. For purposes of clarity, this Agreement shall govern any and all Statements of Work between Extreme and Supplier.

2. Compensation; Timing. Extreme will pay Supplier the fee set forth in each Statement of Work for services rendered pursuant to this Agreement. Upon termination of this Agreement for any reason, Supplier will be paid fees on the basis stated in the Statement(s) of Work for services that have been completed. Supplier will be reimbursed only for expenses that are incurred prior to termination of this Agreement for any reason and which are either expressly identified in a Statement of Work or approved in advance in writing by an Extreme manager. Supplier will be paid such fees and reimbursed for such expenses no later than sixty (60) days after Extreme’s receipt of Supplier’s invoice, provided that reimbursement for expenses may be delayed until such time as Supplier has furnished such documentation for authorized expenses as Extreme may reasonably request.

3. Independent Contractor Relationship. It is mutually understood and agreed by the parties to this Agreement that Supplier’s relationship with Extreme is that of an independent contractor, and at all times during the term of this Agreement, Supplier is acting and performing as an independent contractor. In addition, nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, employment or similar relationship. Supplier will not be entitled to compensation or any of the benefits that Extreme may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Each party shall be responsible for paying the compensation and fringe benefits, if any, of its employees. Neither party has any authority to act as agent for the other party by virtue of this Agreement. For purposes of further clarity, Supplier is not authorized to make any representation, contract or commitment on behalf of Extreme unless specifically requested or authorized in writing to do so by an authorized employee of Extreme’s senior management. Supplier is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of any services and receipt of fees under this Agreement. No party shall have any responsibility to any other party with respect to withholding or payment of any taxes that are due by employers to any governmental authorities. Supplier is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing any services under this Agreement. No part of Supplier’s compensation will be subject to withholding by Extreme for the payment of any social security, federal, state or any other employee payroll taxes. Extreme will regularly report amounts paid to Supplier to government authorities as required by law, including filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. Intellectual Property Rights.

4.1 Disclosure and Assignment of Innovations.

(a) Innovations; Extreme Innovations. “Innovations” includes processes, machines, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright

laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Extreme Innovations" are Innovations that Supplier, solely or jointly with others, conceives, reduces to practice, creates, derives, develops or makes within the scope of Supplier's work for Extreme under this Agreement.

(b) Disclosure and Ownership of Extreme Innovations. Supplier agrees to make and maintain adequate and current records of all Extreme Innovations, which records shall be and remain the property of Extreme. Supplier agrees to promptly disclose to Extreme every Extreme Innovation. Supplier further agrees to, and hereby does, assign to Extreme or Extreme's designee, pursuant to the terms of this paragraph, Supplier's entire worldwide right, title and interest in and to all Extreme Innovations and all associated records and intellectual property rights. Supplier further acknowledges that, by reason of being retained by Extreme at the relevant times, to the extent permitted by law, all Extreme Innovations, including all work product, consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore and hereby owned by Extreme. To the extent that the foregoing "work made for hire" provision does not apply for whatever reason, Supplier hereby irrevocably assigns to Extreme, and its successors and assigns, for no additional consideration, Supplier's entire right, title and interest in and to all Extreme Innovations, including all work product, and any and all accompanying intellectual property rights in and to all Extreme Innovations, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit Extreme's rights, title or interest in any Extreme Innovations, including any work product or other intellectual property rights so as to be less in any respect than Extreme would have had in the absence of this Agreement.

(c) Assistance. Supplier agrees to execute, upon Extreme's request, an assignment of Extreme Innovations to Extreme ("Assignment of Extreme Innovations") for each of the Extreme Innovations, including, but not limited to, computer programs, notes, sketches, drawings and reports. Supplier agrees to assist Extreme in any reasonable manner to obtain, perfect and enforce, for Extreme's benefit, Extreme's rights, title and interest in any and all countries, in and to all patents, copyrights, moral rights, mask works, trade secrets, and other property rights in each of the Extreme Innovations. Supplier agrees to execute, when requested, for each of the Extreme Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, or continuing patent applications thereof), (i) patent, copyright, mask work, or similar applications related to such Extreme Innovation, (ii) documentation (including without limitation assignments) to permit Extreme to obtain, perfect and enforce Extreme's right, title and interest in and to such Extreme Innovation, and (iii) any other lawful documents deemed necessary by Extreme to carry out the purpose of this Agreement. If called upon to render assistance under this paragraph, Supplier will be entitled to a fair and reasonable fee in addition to reimbursement of pre-approved, authorized expenses incurred at the prior written request of Extreme. In the event that Extreme is unable for any reason to secure Supplier's signature to any document Supplier is required to execute under this Section 4.1(c) ("Assistance"), Supplier hereby irrevocably designates and appoints Extreme and Extreme's duly authorized officers and agents as Supplier's agents and attorneys-in-fact to act for and in Supplier's behalf and instead of Supplier, to execute such document with the same legal force and effect as if executed by Supplier.

(d) Out-of-Scope Innovations. If Supplier incorporates any Innovations relating in any way to Extreme's business or demonstrably anticipated research or development or business that were conceived, reduced to practice, created, derived, developed or made by Supplier either outside of the scope of Supplier's work for Extreme under this Agreement or prior to the Effective Date (collectively, the "Out-of-Scope Innovations") into any of the Extreme Innovations, Supplier hereby grants to Extreme or Extreme's designees a royalty-free, irrevocable, worldwide, fully paid-up license (with rights to modify and sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Out-of-Scope Innovations that Supplier incorporates, or permits to be incorporated, in any Extreme Innovations. Supplier agrees that Supplier will not incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any of the Extreme Innovations without Extreme's prior written consent.

4.2 Confidential Information.

(a) **Definition of Confidential Information.** “Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information and data including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Extreme, Extreme’s suppliers and customers, and includes, without limitation, Extreme Innovations, Extreme Property, and Extreme’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. Confidential Information shall include Personal Data (defined below).

(b) **Nondisclosure and Nonuse Obligations.** Except as permitted in this paragraph, Supplier shall neither use nor disclose the Confidential Information. Supplier may use the Confidential Information solely to perform Statement(s) of Work for the benefit of Extreme. Supplier agrees that Supplier shall treat all Confidential Information of Extreme with the same degree of care as Supplier accords to Supplier’s own Confidential Information, but in no case less than reasonable care. If Supplier is not an individual, Supplier agrees that Supplier shall disclose Confidential Information only to those of Supplier’s employees who need to know such information, and Supplier certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Supplier under this Agreement. Supplier agrees not to communicate any information to Extreme in violation of the proprietary rights of any third party. Supplier will immediately give notice to Extreme of any unauthorized use or disclosure of the Confidential Information. Supplier agrees to assist Extreme in remedying any such unauthorized use or disclosure of the Confidential Information.

(c) **Exclusions from Nondisclosure and Nonuse Obligations.** Supplier’s obligations under Section 4.2(b) (“Nondisclosure and Nonuse Obligations”) with respect to any portion of the Confidential Information shall not apply to any such portion that Supplier can demonstrate, (a) was in the public domain at or subsequent to the time such portion was communicated to Supplier by Extreme through no fault of Supplier; (b) was rightfully in Supplier’s possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Supplier by Extreme; or (c) was developed by employees of Supplier independently of and without reference to any information communicated to Supplier by Extreme. A disclosure of Confidential Information by Supplier, either (a) in response to a valid order by a court or other governmental body, (b) otherwise required by law, or (c) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Supplier shall provide prompt prior written notice thereof to Extreme to enable Extreme to seek a protective order or otherwise prevent such disclosure.

5. Ownership and Return of Extreme Property. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Supplier by Extreme, whether delivered to Supplier by Extreme or made by Supplier in the performance of services under this Agreement (collectively, the “Extreme Property”) are the sole and exclusive property of Extreme or Extreme’s suppliers or customers, and Supplier hereby does and will assign to Extreme all rights, title and interest Supplier may have or acquire in the Extreme Property. Supplier agrees to keep all Extreme Property at Supplier’s premises unless otherwise permitted in writing by Extreme. At Extreme’s request and no later than five (5) days after such request, Supplier shall, at Extreme’s option, (a) return or destroy all Extreme Property in Supplier’s possession or control at Supplier’s expense, (b) destroy all tangible media of expression in Supplier’s possession or control that incorporate or in which are fixed with or contain any Confidential Information, and/or (c) deliver written certification of Supplier’s compliance with Supplier’s obligations under this sentence.

6. Observance of Extreme Rules and Policies. At all times, Supplier shall observe and comply with Extreme’s policies, procedures, rules and regulations with respect to, including, but not limited to conduct, health, data privacy and security, safety and the protection of persons and property (“Extreme Policies”).

7. No Conflict of Interest. During the term of this Agreement, Supplier will not accept work, enter into a contract, or accept an obligation, inconsistent or incompatible with Supplier’s obligations, or the scope of services rendered for Extreme, under this Agreement. Supplier warrants that, to the best of Supplier’s knowledge, there is no other contract or duty on Supplier’s part that conflicts with or is inconsistent with this Agreement. Supplier agrees to indemnify Extreme from any and all loss or liability incurred by reason of the alleged breach by Supplier of any agreement with any third party.

8. Term and Termination.

8.1 Term. This Agreement is effective as of the Effective Date set forth above and will continue unless terminated earlier as set forth in this Agreement. The term of each Statement of Work shall be as set forth therein, unless terminated earlier as set forth in this Agreement. Notwithstanding anything else to the contrary, this Agreement shall remain in effect as long as there is an underlying Statement of Work in effect.

8.2 Termination for Convenience. Extreme may terminate this Agreement or any Statement of Work without cause at any time, effective thirty (30) days after delivery to the other party of written notice of termination (which may be delivered electronically, e.g., email). In such an event, Extreme shall have no further liability to Supplier after the termination date and Extreme shall only be liable to Supplier for a pro rata portion of Supplier's proper performance up to and including the termination date of the Agreement.

8.3 Termination for Breach. Either party may terminate this Agreement or any Statement of Work upon fourteen (14) days written notice of a material breach of this Agreement (including any Statement of Work) by the other party, if such breach is not cured within such fourteen (14) day period. Extreme also may terminate this Agreement immediately upon Supplier's breach of Section 4 ("Intellectual Property Rights"), 5 ("Ownership and Return of Extreme Property"), 7 ("No Conflict of Interest") or 9 ("Noninterference with Business").

8.4 Survival. The definitions contained in this Agreement and the rights and obligations contained in Sections 4 ("Intellectual Property Rights"), 5 ("Ownership and Return of Extreme Property"), 8.4 ("Survival"), 9 ("Noninterference with Business"), 11 ("Indemnification"), 12 ("Supplier Representations, Warranties and Covenants"), 13 ("Limitation of Liability"), 14 ("Data Privacy and Security") and 16 ("General Provisions") shall survive any termination or expiration of this Agreement.

9. Noninterference with Business. During this Agreement, and for a period of two (2) years immediately following this Agreement's termination or expiration, Supplier agrees not to interfere with the business of Extreme in any manner. By way of example and not of limitation, Supplier agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Extreme.

10. Insurance. Supplier shall comply with Extreme Networks' Insurance Requirement for Suppliers located at [Insurance Standards](#).

11. Indemnification. In addition to the obligations undertaken by Supplier pursuant to this Agreement, Supplier further agrees to indemnify, defend and hold Extreme, its officers, directors, employees, subcontractors and agents (collectively, the "Extreme Indemnitees") harmless from and against any and all claims, proceedings, liabilities, damages, costs and expenses (including but not limited to attorneys' fees and costs) (collectively, "Damages") arising out of or related to: (i) this Agreement, the Services, and any work of or materials provided by Supplier, its employees, subcontractors or agents under this Agreement, including without limitation Damages arising out of or related to any action, inaction, omission or negligence by Supplier, its employees, subcontractors or agents with respect to the Services performed anywhere or any action, inaction, omission or negligence while on Extreme's premises or having access to Extreme property and (ii) any allegation that the Services provided by Supplier under this Agreement infringe any patent, trademark, copyright, trade secret or other intellectual property right.

12. Supplier Representations, Warranties and Covenants. Supplier represents and warrants as follows:

12.1 Supplier will perform the Services in a professional and workmanlike manner and within the time schedule provided in the applicable SOW;

12.2 Supplier's performance of this Agreement and all SOWs will not breach any agreement Supplier has with another party, and Supplier is under no obligation or restriction, nor will Supplier assume any, which would interfere or present a conflict of interest with the Services that Supplier provides under this Agreement.

12.3. Supplier shall not use Extreme's proprietary information or data to train models; or use any third-party tools or subcontractors that would utilize Extreme's proprietary information or data for model training without Extreme's prior written consent. Supplier will and shall ensure its subcontractors have used due diligence and best practices when employing Artificial Intelligence (AI) tools and methods to produce the Services, and have a

reasonable belief that the AI tools and methods used to produce the Services are in compliance with laws and regulations, secure, private and reliable.

12.4 Supplier, including its employees, agents and any Extreme-approved subcontractor(s), shall:

(a) at Supplier's expense, fully comply with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations and all other laws applicable to the Services at the time Services are provided to Extreme (collectively "Laws"). Supplier acknowledges that Extreme is relying on Supplier to ensure such compliance. Supplier agrees that it shall defend, indemnify and hold Extreme harmless from all liability, damages, costs and expenses arising from or related to violating such Laws.;

(b) obtain all licenses, permits and approvals required by any governmental authority for the performance of the Services and will maintain all such required licenses, permits and approvals during the Term of this Agreement;

(c) not infringe upon the intellectual property or other proprietary rights of a third party in the course of providing the Services.

12.5 Supplier will use qualified individuals with suitable training, experience, capabilities, skills and licenses (as applicable). Such individuals are subject to prior written approval by Extreme.

12.6 The Services provided shall be free from material defects in design, materials, workmanship, performance and title, and shall meet all applicable specifications, drawings, samples, descriptions and other requirements as specified in the SOW.

12.7 In the event of a breach of the warranties in this Section 12, Supplier agrees to promptly replace, repair, correct and/or modify or re-perform the Services without charge. All warranties shall survive acceptance and payment. Nothing in this Section 12 shall be construed to limit any other rights or remedies available to Extreme.

13. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF THE OTHER PARTY OR ANY THIRD PARTY. Extreme's maximum aggregate liability under this Agreement shall not exceed the amount owed or paid to Supplier within the preceding twelve (12) months of the date in which the claim arose under or relating to this Agreement.

14. Data Privacy and Security

14.1. Definitions.

14.1.1 "Authorized Persons" means the Supplier's employees, contractors, agents, or auditors, who the Supplier determines have a need to access Personal Data or Confidential information to enable Supplier to perform its obligations to Extreme under this Agreement, and who will agree to be bound in writing by confidentiality obligations sufficient to protect Personal Data or Confidential Information.

14.1.2 "Data Breach" means any act or omission that compromises either the security, confidentiality or integrity of Confidential Information.

14.1.3 "Data Incident" means any act or omission that may materially compromise the physical, technical or administrative safeguard put in place by the Supplier that does not result in a Data Breach.

14.1.4 "Personal Data" means and includes any information provided to Supplier by Extreme or at Extreme's direction that either (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, IP addresses, MAC addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, Social Security Numbers (SSNs), employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers. Personal Data is a subset of Confidential Information.

14.2 Safeguard of Confidential Information. Supplier agrees and covenants that it shall (i) keep and maintain all Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use Confidential Information solely and exclusively for the purpose for which Extreme shares or provides it to Supplier, and shall not use, transfer, sell, rent, distribute or otherwise disclose Confidential Information for the Supplier's benefit or for any other purpose without Extreme's prior written consent; (iii) shall not directly or indirectly disclose Confidential Information to anyone other than its Authorized Persons without express written prior consent from Extreme, unless and to the extent required by law.

14.3 Information and Data Security. Supplier warrants and represents that its access, collection, storage and disposal of Confidential Information does and shall comply with applicable federal and state statutes and regulations. Without limiting Supplier's obligations pursuant to this Agreement, Supplier shall implement administrative, physical and technical safeguards for protection of Confidential Information that are no less rigorous than acceptable industry best practice and shall ensure, where applicable, that all such safeguards comply with applicable data protection and privacy laws, statutes and regulations. During the term of this Agreement, Supplier shall at all times cause Authorized Persons to abide strictly by Supplier's obligations pursuant to this Agreement.

14.4 Data Breach or Data Incident Procedures. In the event of a suspected Data Breach or Data Incident, Supplier shall (i) notify Extreme of a Data Breach, or data incident as soon as practicable by email to EXTR-ThirdParties-Incidents@extremenetworks.com, but no later than 24 hours after Supplier becomes aware of the Data Breach or data incident and (ii) notify Extreme of a Data Incident promptly after Supplier determines that the Data Incident did not rise to the level of a Data Breach. Immediately following the Supplier's notification to Extreme of a Data Breach, Supplier shall provide to Extreme reasonable detail regarding the Data Breach or Data Incident to allow Extreme to understand the cause and effect of the Data Breach or Data Incident, as well as any impact directly related to Extreme. Supplier shall bear all costs and expenses of the investigation and reporting of Data Breach caused by Supplier, and shall cooperate with Extreme's personnel, including any insurance carriers to which Extreme reports the incident, fully, including, without limitation, by providing access to Extreme and/or its personnel or carriers, to relevant records, logs, files, data reporting or other materials reasonably requested. Supplier expressly agrees that it shall not inform Extreme's customers of any Data Breach without first notifying Extreme and will work with Extreme to jointly determine the contents of the notice, if such notice is required.

14.5 Compliance Oversight. Upon written request from Extreme, Supplier shall confirm compliance with this Agreement and any applicable industry standards and shall promptly provide to Extreme a written information security questionnaire regarding Supplier's information technology resources, data security protocols and applicable policies. Failure to provide such information shall be grounds for Extreme to terminate this Agreement immediately.

14.6 Material Breach. Supplier acknowledges that any breach of the provision of this Section regarding Supplier's data security measures is a material breach of this Agreement. As such, Extreme may terminate this Agreement effective immediately upon written notice to the Supplier without any further liability or obligation to Extreme.

14.7 Equitable Relief. Supplier acknowledges that any breach of the provisions of this Section regarding Supplier's data security may cause Extreme irreparable harm, for which monetary damages will not be adequate compensation. Supplier, therefore, agrees that Extreme may seek equitable relief, including but not limited to injunctive relief or specific performance, to enforce the terms of this Agreement. Such equitable relief is not exclusive but, rather, is in addition to all other remedies available at law or in equity, subject to the terms of this Agreement.

14.8 Indemnification. Supplier shall defend, indemnify and hold harmless Extreme, and its subsidiaries, affiliates, and its respective officers, directors, employees, agents, successors and permitted assigns (each, an "Extreme Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against any Extreme Indemnitee arising out of or resulting from Supplier's failure to comply with any of its obligations under this Section.

14.9 Data Protection and Security Agreement. If Supplier processes Personal Data the Parties agree that such Personal Data will be processed in accordance with the terms of the Extreme Network Data Protection and Security Addendum ("DPSA") located at [DPSA](#) and incorporated by reference herein.

15. Open Source Software and Third-Party Materials

15.1 "Open Source Software" or "OSS" as used in this Section means any software that is distributed as "open source software" or "freeware" or is otherwise distributed publicly or made generally available

in source code form under terms that permit modification and redistribution of the software on one or more of the following conditions: (a) that if the software, whether or not modified, is redistributed, that it shall be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; and/or (iii) distributed at no charge; (b) that redistribution must be licensed or distributed under any Copyleft License, or any of the following license agreements or distribution models: (1) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), or Affero General Public License (AGPL), (2) the Artistic License (e.g., PERL), (3) the Mozilla Public License, (4) Common Public License, (5) the Sun Community Source License (SCSL), (6) the BSD License, (7) the Apache License and/or (8) other Open Source Software licenses; and/or which is subject to any restrictions on assertions of patents.

15.2. Supplier represents, warrants, and covenants that, as required under this SOW, it has disclosed all Open Source Software and Third Party Materials, and no Open Source Software or Third Party Materials have been or will be provided to Extreme or used as a Component of or in relation to any software and/or Service provided under the SOW, except when documented in the Product release notes; and all Third Party Software, Third Party Components, and Open Source Software contained within the software and/or Service are and shall be in material compliance with the terms of the applicable licenses governing their use, and the software and/or Service or the use of them by Extreme shall not: (a) cause Extreme or Extreme's intellectual property rights to be subject to the terms or conditions of a Copyleft License; (b) require Extreme to fulfill any open source license obligations for any OSS contained within the software and/or Service; (c) cause Extreme's intellectual property to be licensed for the purpose of making derivative works; or (d) cause the Service to be redistributed on terms and conditions not agreed upon by Extreme.

16. General Provisions.

16.1 Successors and Assigns. Supplier may not assign, subcontract or otherwise delegate Supplier's obligations under this Agreement without Extreme's prior written consent. Upon notice, Extreme may assign this Agreement to an Affiliate or any party in connection with a merger, consolidation or conveyance of all or substantially all of Extreme's assets or securities. Subject to the foregoing, this Agreement will be for the benefit of Extreme's successors and assigns. The rights and obligations herein shall bind the parties, their legal representatives, successors, heirs and permitted assignees. "Affiliate" means an entity controlled by, under common control with or controlling a party hereto.

16.2 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of transmission; (d) by certified or registered mail, return receipt requested, upon verification of receipt; or (e) by electronic transmission (e.g., email) if sent to an email address that was regularly used in the course of business that the notifying party has a reasonable expectation that the email will be received, opened and read by the recipient(s) within no longer than forty-eight (48) hours of being sent by the notifying party (although notice will be deemed received as of the date and time that it was sent). Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

16.3 Injunctive Relief for Breach. Supplier's obligations under this Agreement are of a unique character that gives them particular value to Extreme and Supplier's breach of any of such obligations will result in irreparable and continuing damage to Extreme for which there will be no adequate remedy at law. In the event of such a breach (or breaches), Extreme will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

16.4 Assurances. Supplier agrees that it will not knowingly employ or contract with an illegal alien to perform work under this Agreement. Supplier agrees to provide a drug-free workplace for its employees during the performance of this Agreement in compliance with all local, state and federal laws.

16.5 Unauthorized Payments to Third Parties.

16.5.1 Neither Supplier nor any party acting on its behalf (including its agents, directors or employees) will make, offer, or will cause to be made or offered, any payment, loan or gift of money or anything of value directly or indirectly to (i) any official or employee of any government, or any agency or instrumentality thereof; (ii) any political party or official thereof or any candidate for political office; or (iii) any

other person, under circumstances in which it, its directors, employees or agents know, or have reason to know, that all or any portion of such money or thing of value will be offered or given, directly or indirectly, to any person named in items (i) or (ii) above to influence a decision or gain any improper advantage for Extreme in connection with any transaction related to Extreme's business, Extreme's Channel Partner Program or which could result in a violation of the U.S. Foreign Corrupt Practices Act, the OECD Convention on Anti-Bribery or any other anti-bribery laws or international anti-bribery standards.

16.5.2 In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Extreme that is not properly and accurately recorded in the Supplier's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation.

16.5.3 In the event Extreme has reason to believe that a breach of this Section has occurred or will occur, Extreme may immediately and without penalty terminate this Agreement. Upon Extreme's request, Supplier will complete and return a certification of compliance with this provision in a form acceptable to Extreme in its sole discretion. In addition, upon Extreme's request, Supplier's agents, directors and employees will also complete and return such certification.

16.6. Branding and Trademarks. Supplier shall not publicly use trademarks, trade names, service marks, insignias, or logos owned or used by Extreme without Extreme's prior written consent.

16.7 Force Majeure. Neither party shall be liable for any delay or failure in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Agreement), including, but not limited to, Acts of God, 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 (a "Force Majeure Event"). Each party shall immediately notify the other party of the occurrence of a Force Majeure Event affecting such party's performance and shall use all reasonable efforts to recommence performance as soon as possible. Extreme shall have the right to terminate this Agreement if the Force Majeure Event continues for a period of thirty (30) days or longer.

16.8 Audit and Records Extreme or its agents may, at its expense and no more often than annually, upon 30 days written notice and during Supplier's regular business hours, inspect and audit any portion of Supplier's books and records that are relevant for the purpose of verifying Supplier's compliance with the Agreement and the accuracy of any reports, or information provided by Supplier under the Agreement. Partner shall maintain all records required under the Agreement for at least two (2) years following the expiration or termination of the Agreement.

16.9 Governing Law. 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 the Superior Court of California in Santa Clara County or the United States District Court for the Northern District of California in San Jose, as permitted by law.

16.10 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

16.11 Waiver; Amendment; Modification. No term or provision hereof will be considered waived by Extreme, and no breach excused by Extreme, unless such waiver or consent is in writing signed by Extreme. The waiver by Extreme of, or consent by Extreme to, a breach of any provision of this Agreement by Supplier, shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Supplier. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

16.12 Electronic Agreement and Waiver of Signature Rights. This Agreement, including any exhibits, Statements of Work, or related documents, may be presented, delivered, and maintained in electronic format. The electronic version of this Agreement made available through this website shall be deemed legally valid

and enforceable to the same extent as a physical, signed original. The parties expressly waive any right to contest the validity or enforceability of this Agreement or related documents on the basis that they were not physically signed. By engaging in transactions or continuing to do business under this Agreement, the parties acknowledge and agree that electronic formats and records shall have full legal force and effect and constitute binding obligations.

16.13 Order of Precedence. In the event of a conflict, the terms of this Agreement will prevail over any Statement of Work, order documents (e.g., purchase order, shipping documents, invoice, etc.) or exhibit or amendment to this Agreement, except to the extent that an amending document specifically references the conflicting Section of this Agreement and clearly states that the amending document will have precedence over the Agreement and that such document is signed by an authorized representative of Extreme and Supplier.

16.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all Statements of Work and services undertaken by Supplier for Extreme.

EXHIBIT A
Statement of Work # 1

This Statement of Work (or “SOW”) is dated and made effective as of **DATE** (the “Statement of Work Effective Date”) by and between Extreme Networks, Inc., a Delaware corporation, with a place of business at 2121 RDU Center Drive, Suite 300 Morrisville, North Carolina 27560 (“Extreme”), and **SUPPLIER NAME AND ADDRESS** (“Supplier”) and is based on the terms and conditions of the Extreme Networks Master Service Agreement for Suppliers effective as **DATE** (“Agreement”).

Scope of Services

Resource Allocation

Term

Start: _____

End: _____

Extreme may terminate this SOW for convenience with a thirty (30) day prior written notice to Supplier.

Payment of Fees

Supplier will invoice at the end of each month on net XX terms.

The maximum value of this SOW over the engagement period is \$XXX.

Expenses

Extreme will reimburse Supplier for reasonable and necessary expenses without any markup that is pre-approved in writing and signed by an authorized representative of Extreme. Notwithstanding the foregoing, the following expenses (if listed) that are expected to be incurred in connection with this SOW shall be reimbursed provided that such expenses are indeed incurred upon receipt of proper documentation of those expenses from Supplier.

General Terms

Nothing contained in this SOW shall be deemed to constitute either party as the partner, agent, or legal representative of the other party or to create any joint venture or fiduciary relationship for any purpose whatsoever.

This SOW constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, communications, and understandings of any nature whatsoever, oral or written. To the extent that there is conflict between the Agreement and this SOW, the terms of this SOW shall take precedence over the terms and conditions of the Agreement with regard to the subject matter described herein. All capitalized terms not defined in this SOW shall have the meaning ascribed thereto in the Agreement. This SOW may not be modified or waived orally and may be modified only in writing, signed by a duly authorized representative of both parties.

Any item in this SOW that is inconsistent with that Agreement is invalid unless this SOW specifically references the conflicting Section of the Agreement.