PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. This End User License Agreement (“Agreement”) is a legal agreement between You and/or the entity You represent and Extreme Networks, Inc., on behalf of itself and its affiliates, including, but not limited to, Extreme Network Ireland Ops Limited (collectively, “Extreme”) for the Software (defined below) licensed by Extreme or its licensors.

By downloading, installing, copying, accessing, or using the Software, or activating a Software license key, or by clicking an “I Agree” or similar button, or by opening the Software media, You agree to the terms and conditions of this Agreement as a condition of Your use of, and right to use, the Software.

If You do not agree to all the terms and conditions in this Agreement, do not download, install or use the Software. If the Software was delivered to You embedded in an Extreme Hardware Product, do not install or use that Extreme Hardware Product.

Extreme may make changes to this Agreement at any time and will provide written notice of such changes to You and give You an opportunity to accept those changes. Your continued use of the Software after such changes have been posted will signify your assent to acceptance of the revised terms.

If You and Extreme have signed a separate written agreement covering Your rights and duties with respect to the Software, then that written agreement take precedence over any conflicting terms in this Agreement.

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

1. DEFINITIONS. Capitalized terms used in this Agreement are defined in Section 18 below.

2. LIMITED LICENSE GRANT.

Subject to Your compliance with all the terms and restrictions set forth in this Agreement and payment of the applicable license fees, Extreme grants You, the end user of the Software, a non-transferable (except as expressly permitted below), non-sublicensable, non-exclusive license to download, install and use object code versions of the Software for Your personal or internal business purposes as permitted by the Type of License You have purchased.

If multiple Software is licensed together as a single license, such bundled Software is licensed to be used as a bundle and no component of the bundle may be used on a standalone basis unless specified in Your Ordering Documentation. If the Software is provided as Embedded Software, that Software may not be used in combination with a standalone Extreme Hardware Product other than the Extreme Hardware Product on which the Software is embedded, unless specified in Your Ordering Documentation.

Limitations and Restrictions.

Except as expressly set forth in this Agreement, You agree that You shall not, and will not attempt to, directly or indirectly (and shall not permit others to), in any manner, in whole or party, absent Extreme’s prior written approval:

(i) modify, translate or create derivative works of the Software;
(ii) copy the Software onto any public or distributed network;

(iii) translate, decompile, disassemble, or reverse engineer the Hardware or any copy of the Software, or otherwise attempt to discover the source code or underlying ideas, procedures or algorithms of the Software, except solely to the most minimal extent that Extreme is not permitted by applicable law to exclude or limit such rights;

(iv) use the Software as a general SQL server or for time-sharing purposes or in any other way that allows third parties to exploit the Software;

(v) remove (or fail to include on any copy) any proprietary and copyright notices, disclaimers, headers, marks or labels ("Extreme Markings");

(vi) place a disproportionate load on the Software so as to interfere with the Software or prevent others from using the Software (or related Extreme services);

(vii) gain unauthorized access to the Software or attempt to circumvent any security or access restrictions relevant to Software versions or features therein;

(viii) introduce any Open Source Software onto the Software or Extreme’s systems which enable the Software;

(iv) introduce any virus or harmful code onto the Software or Extreme’s systems which enable the Software; or

(v) use any automated means, including, without limitation, agents, robots, scripts or spiders, to access, monitor, or copy any part of the Software or related Extreme services.

You shall have no right or license in the Software unless You rightfully acquire the Software license from an Authorized Source.

**Third Party Use of the Software.** You may permit a third party to Use the Software licensed to You under this Agreement on the condition that such Use is: (i) for Your benefit; (ii) for your internal operations; and (iii) in compliance with this Agreement. You remain liable for any breach of this Agreement by that third party.

3. **PROPRIETARY NOTICES.**

You agree to maintain and reproduce all Extreme Markings on all copies, in any form, of the Software, in the same form and manner that such Extreme Markings are included on the Software. You may make one back up/archival copy of the Software (in machine-readable form only), as necessary for Your lawful use, provided that You retain all Extreme Markings on the copy that appeared on the original. You also agree to maintain appropriate records of all copies of the Software You make.

4. **MAINTENANCE SERVICES.**

If You have purchased Maintenance Services, then Software provided pursuant to such services agreement is licensed to You in accordance with the terms of this Agreement. If You have purchased Software on a Subscription basis, then during the Subscription term, Extreme shall provide Maintenance Services for the applicable Software identified in Your Ordering Documentation, at no additional charge.
5. **OWNERSHIP AND RESERVATION OF RIGHTS.**  
Extreme and its third-party licensors own all right, title and interest, including, without limitation, all intellectual property rights, in and to the Software (including all modifications and derivatives thereto, and associated Documentation). You are not granted any rights in the Software other than the license rights expressly set forth above. All Software is licensed to You, not sold. The Software in source code form is and will always remain a confidential trade secret of Extreme and its third-party licensors. The Software and Documentation are protected by the copyright, patent, trademark, and trade secret laws of the United States and other jurisdictions, international treaties and conventions, and all other relevant intellectual property and proprietary rights and applicable laws. Extreme reserves all rights not expressly granted in this Agreement, and no rights or licenses shall be deemed or inferred to be granted or transferred hereunder, whether by implication, estoppel, or otherwise.

6. **FEEDBACK.**  
All right, title, and interest to any questions, comments, or feedback provided by You to Extreme regarding the Software, Documentation, or any other products, services, or materials provided by Extreme (collectively “Feedback”) are retained by Extreme. You hereby assign to Extreme all right, title, and interest in all Feedback and in any intellectual property rights in the Feedback. Where the foregoing assignment is prohibited by law, You hereby grant Extreme an exclusive, transferable, worldwide, royalty-free, fully paid up license(with rights to sublicense through multiple tiers of sublicensees) to use and exploit all Feedback. If the foregoing assignment and license are not enforceable, You agree to waive and never assert against Extreme those non-assignable and non-licensable rights, title and interest.

7. **TERM, TERMINATION AND SURVIVAL.**  
This Agreement is effective until terminated or until the expiration of the term applicable to the Type of License. You can terminate this Agreement at any time by ceasing use of and destroying all copies of the Software and associated Documentation.

**Termination for Breach.** Your license rights under this Agreement will terminate immediately if You breach this Agreement, or if You fail to pay any portion of the applicable license fees and You fail to cure such payment breach within thirty (30) days of notice.

**Effect of Termination or Expiration.** Immediately after any termination of this Agreement, or the expiration of a Subscription license (without renewal or reinstatement), You must cease use of the Software and associated Documentation, and as applicable, promptly delete, destroy or return to Extreme, the original and all copies of the Software and associated Documentation, and other Confidential Information in Your possession or control, and remove the Software from any Network Devices. Extreme may require Your authorized representative to certify in writing that such Software, Documentation and Confidential Information were deleted and/or destroyed, and You shall promptly comply with such requirement.

**Survival.** Sections 3 (Proprietary Notices), 5 (Ownership and Reservation of Rights), 6 (Feedback), 7 (Term, Termination and Survival), 8 (Limited Software Warranty and Disclaimer), 10 (Limitation of Liability), 11 (Audit), 12 (Confidential Information), 13 (Export and Compliance with Laws), 14 (Free and Open Source Software), 15 (U.S. Government Restricted Rights), 16 (Third Party Software), 17 (General Provisions) and 18 (Definitions), shall survive the expiration or termination of this Agreement, or any licenses granted hereunder.
8. LIMITED SOFTWARE WARRANTY AND DISCLAIMER.

Limited Warranty. Extreme warrants that the Software licensed under this Agreement will perform substantially in accordance with the Documentation for a period of ninety (90) days from the Start Date or the date of Your initial download of the Software from Extreme’s website, as applicable, or such other minimum period required under applicable law. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL END USER PURCHASE AND NOT TO AN SUBSEQUENT PURCHASER OR USER.

Exclusive remedy. If the Software does not operate as warranted above, at Extreme’s option and expense, Extreme shall repair, replace or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on Your reporting the non-conformance in writing to Your Authorized Source within the warranty period. Any replacement Software will substantially conform to the accompany Documentation and be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This remedy set forth in this limited warranty section is Your exclusive remedy under the warranty.

This limited warranty does not apply if:

(a) the Software is not used in accordance with this Agreement or the Documentation;
(b) the Software or any part of the Software has been modified by any entity other than Extreme or its authorized representative;
(c) a malfunction in the Software was caused by equipment or software not supplied by Extreme, or was caused by Your or a third party’s misuse, neglect, improper installation or testing, or other causes beyond the Software’s intended use or by accident, fire, lightning, power cuts or outages, other hazards or acts of God, or other unusual physical or electric stress or accidents.
(d) the Software was not provided by an Authorized Source; or
(e) the Software is provided under an Evaluation License for beta, trial, evaluation, test, or demonstration purposes, and in such cases, to the fullest extent not prohibited by law, the Software is furnished “AS IS” WITH ALL FAULTS AND WITHOUT EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REMEDIES.

DISCLAIMER.

EXCEPT AS SPECIFIED IN THE ABOVE, EXTREME AND ITS LICENSORS PROVIDE THE SOFTWARE, MAINTENANCE SERVICES, AND THIRD PARTY SOFTWARE “AS IS” AND EXPRESSLY DISCLAIM AND EXCLUDE ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR MEETING CUSTOMER’S REQUIREMENTS OR USAGE OF TRADE, COMPATIBILITY, OR INTEROPERABILITY WITH ANY HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY EXTREME, SATISFACTORY QUALITY, NONINFRINGEMENT OF ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS, OR FREEDOM FROM INTERRUPTION OR ERROR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXTREME DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF INACCURACIES, ERRORS, BUGS, VIRUSES, INTERRUPTIONS OR OTHER HARMFUL COMPONENTS OR PROGRAM LIMITATIONS OR THAT ALL ERRORS WILL
BE CORRECTED. TO THE EXTENT THAT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE NINETY (90) DAY WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXTREME ALSO DOES NOT WARRANT THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS OR THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED, WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. EXTREME IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES OR ANY LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES.

9. MUTUAL REPRESENTATIONS AND WARRANTIES.

Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) its acceptance of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

10. LIMITATION OF LIABILITY.

EXTREME, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS AND LICENSORS, SHALL BE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST OR CORRUPTED DATA, BUSINESS INTERRUPTION, OR LOST PROFITS, LOST REVENUE, LOST GOODWILL, OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF EXTREME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, Provision OR USE OF THE SOFTWARE, MAINTENANCE SERVICES OR THE RESULTS THEREOF. EXTREME WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

ALL LIABILITY OF EXTREME, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO YOU SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU TO ANY AUTHORIZED SOURCE FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

THE TERMS IN THIS SECTION 10 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.
11. AUDIT.

During the license term of the Software, and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software to verify Your compliance with this Agreement. Some Software may provide information to Extreme about Your use of the Software to verify that the Software is being used in accordance with a valid license and/or entitlement. By using the Software, You consent to the transmission of such information.

You will allow Extreme, at Extreme’s expense, to audit Your use of the Software for compliance with this Agreement no more than once per twelve (12) month period. Extreme will provide You with reasonable advanced written notice of the audit. The audit will occur during Your normal business hours, and shall not unreasonably interfere with Your business. If an audit discloses underpayment of license fees, You will pay such license fees, plus the reasonable cost of the audit, within thirty (30) days of receipt of written notice. Extreme is not responsible for any of Your costs incurred in cooperated with the audit. Extreme’s knowledge of Your use of the Software beyond the scope of the license shall not operate as a waiver of Extreme’s rights to enforce the terms of this Agreement under any legal or equitable doctrine.

12. CONFIDENTIAL INFORMATION.

“Confidential Information” includes the Software, any information disclosed by Extreme to You relating to the Software, which may include, but is not limited to, information relating to the performance, reliability or stability of the Software, the operation of the Software, software design and architecture, and any other information that a reasonable person would deem to be of a confidential nature given the nature of such information and/or the circumstances under which such information is disclosed.

Confidential Information does not include information that: (a) is or becomes generally known through no fault of Yours; (b) is known to You at the time of disclosure, as evidenced by its records; (c) is hereafter furnished to You by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by You without any breach of this Agreement. Nothing in this Agreement shall prevent You from disclosing Confidential Information in response to a valid order of a court or other governmental body or is otherwise required by law to be disclosed, provided You give prompt and sufficient written notice to Extreme to enable it to take protective measures prior to disclosure.

You shall use a reasonable degree of care to maintain all Confidential Information in confidence and shall not disclose to any third party nor use Confidential Information of Extreme for any unauthorized purpose. You may only disclose Confidential Information to those of Your employees and representatives that have both (i) a need to know for Your internal purposes in configuring, installing, using and supporting the Software and (ii) are legally bound by confidentiality obligations no less stringent than those of this Agreement.

13. EXPORT AND COMPLIANCE WITH LAWS.

You shall comply with all applicable laws and regulations in connection with Your use of the Software, as well as technical information and data. You acknowledge that the Software may be subject to export and/or import laws and regulations of various countries, including, but not limited to, the U.S. Export Administration Regulations, restricting the download, transfer, reexport, sale and import of the Software to certain countries and persons. You further acknowledge that the
Software may include encryption/decryption features subject to licensing restrictions under U.S. and other applicable laws for export, re-export, import or in-country transfer. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Software, in the United States and in any foreign jurisdiction into which the Software is downloaded or used.

Without limiting the foregoing, the Software may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of, other than a nationally lawfully admitted for permanent residence in third countries) Cuba, Iran, North Korea, Syria or any other country against which the United States maintains comprehensive country-wide sanctions from time to time; (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear fuel or weapons, missiles, or chemical or biological weapons; or (iii) any restricted party identified on the U.S. Treasury Department’s list of Specially Designated nations, the U.S. Commerce Department’s Denied Persons List, Entity List or Unverified List as in force from time to time (see: http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm).

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

14. FREE AND OPEN SOURCE SOFTWARE.

Portions of the Software provided to You may contain Open Source Software that is subject to a license that permits You to modify these portions and redistribute the modifications (an “Open Source License”). Your use, modification, and redistribution of the Open Source Software are governed by the terms and conditions of the applicable Open Source License. Some of the Open Source Software may be subject to: the GNU General Public License (GPL), the Lesser General Public License (LGPL), the Artistic License, the Mozilla Public License, Common Public License, the BSD License, the MIT License, the Apache License, the Creative Commons License, and/or other Open Source Licenses, copies of which are provided with the Software or can be found on Extreme’s website at https://www.extremenetworks.com/support/policies/open-source-declaration/. In accordance with the terms of GPL and LGPL, You may request a copy of the relevant source code should GPL and/or LGPL terms apply to Your Software. Additional details are available upon request to Extreme. This offer is valid for up to three years from the date of original distribution of the relevant Licensed Software.

All Open Source Software is provided to You on an “AS IS” basis, and Extreme makes no representations or warranties for the use of this Open Source Software by You independent of any Extreme provided product, software, or services. Refer to the licenses and copyright notices listed in the relevant open source declaration for any specific license terms that apply to each Open Source Software component and warranty, if any, from the associated authors or licensors. Extreme specifically disclaims any warranties for defects caused by altering or modifying any Open Source Software or the products’ recommended configuration. You have no warranty or indemnification claims against Extreme in the event that the Open Source Software infringes the intellectual property rights of a third party. Technical support, if any, will only be provided for the unmodified Extreme product as used within such product's recommended configuration.
15. **U.S. GOVERNMENT RESTRICTED RIGHTS.**

The Software and associated Documentation licensed under this Agreement are “commercial items” as defined at FAR 2.101, comprised of “commercial computer software” and “commercial computer software documentation” as those terms are used in FAR 12.212. Consequently, regardless of whether You are the U.S. Government, or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement.

16. **THIRD PARTY SOFTWARE.**

In addition to any Open Source Licenses, the Software may be distributed with other software governed by licenses from third parties (“Third Party Software” and “Third Party License”). Any Third Party Software is licensed to You subject to the terms and conditions of this Agreement, notwithstanding anything to the contrary in this Agreement or in the corresponding Third Party License. Extreme makes no separate representations or warranty concerning Third Party Software.

17. **GENERAL PROVISIONS.**

**Governing Law; Jurisdiction.** The validity, performance and construction of this Agreement and the rights and obligations of the parties pursuant to this Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to any conflicts of law rules that would mandate the application of the laws of another jurisdiction. Extreme and You consent to the exclusive jurisdiction of, and venue in, the state and federal courts of the State of California. You waive any objections to the personal jurisdiction and venue of such courts. None of the 1980 United Nations Convention on the Limitation Period in the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act shall apply to this Agreement.

**Entire Agreement, Order of Precedence and Amendments.** This Agreement is the entire agreement between Extreme and You with respect to the subject matter hereof, and all prior agreements, representations, statements, and undertakings, oral or written, are expressly superseded and canceled. This Agreement shall supersede all pre-printed terms and conditions contained on any purchase order, task order or other business form submitted by either party to the other. If You have signed a separate written agreement with Extreme pertaining to Your rights and duties regarding the Software, then that written agreement shall control in the event of a conflict between that agreement and this Agreement.

**Your Authorization.** You represent that You have full right and/or authorization to enter into this Agreement.

**Assignment.** You may not sublicense, assign or transfer Your rights under this Agreement without Extreme’s prior written consent. The rights of Extreme and Your obligations under this Agreement shall inure to the benefit of Extreme’s assignees, licensors, and licensees.

**Severability.** The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the Parties.

**Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligations under this Agreement shall be effective unless it is in writing and signed by the party granting the waiver.
Contact and Notice. If You have any questions concerning this Agreement, please send Your inquiry to Extreme Networks, Inc., 6480 Via Del Oro, San Jose, CA 95119 United States, ATTN: Legal Department. Notices to Extreme shall be sent to the above-provided address. Any notice to Extreme given under or in relation to this Agreement must be in writing, and will be considered delivered when received if delivered by hand with receipt, or the next Business Day after sending it by pre-paid, nationally-recognized overnight air courier with tracking capabilities or five (5) Business Days after being sent by registered or certified mail, return receipt required, postage prepaid to the above address.

18. DEFINED TERMS.
Terms that are capitalized in this Agreement have the following meaning(s):

“Affiliates” means, with respect to a party, any person, partnership, corporation, limited liability company, or other form of enterprise that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party.

“Authorized Source” means Extreme or a reseller, distributor or channel partner who is authorized by Extreme to resell Software licenses to You, as the end user customer of the license.

“Business Days” means any day other than a Saturday, Sunday, or U.S. statutory or public holiday.

“Client Application” - the application to access the Server Application.

“Concurrent User” means any of Your individual employees who You provide access to the Server Application at any one time.

“Documentation” means the then-current published documentation regarding performance of the Software and/or Hardware Product (in the form of datasheets, available on extremenetworks.com).

“Extreme Hardware Product” means the Extreme hardware product on which Software is embedded or operates.

“Firmware” means any software program or code embedded in chips or other media.

“Maintenance Services” means Extreme’s then-current service offerings for Extreme Hardware and Software, which may include updates, new releases, and enhancements in accordance with Extreme’s then-current support and maintenance services (described at: https://www.extremenetworks.com/services/) and service terms (available at: http://www.extremenetworks.com/company/legal/terms-of-support).

“Network Device” means a physical computer device, appliance, appliance component, controller, wireless access point, or virtual appliance as described within the applicable product documentation.

“ODM Network Device” means a Network Device purchased by You from a Specified ODM as identified in the Ordering Documentation.

“Open Source Software” means any software code or component 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 on one or more triggering conditions.
“Ordering Documentation” means the applicable price quotation, corresponding purchase order, relevant invoice, order acknowledgement, and accompanying documentation or specifications for the Products and Services purchased, acquired or licensed hereunder from an Authorized Source.

“Parties” means Extreme Networks, Inc. and/or its Affiliates, and You.

“Product(s)” means an Extreme Hardware Product and/or Software that Extreme makes commercially available for purchase and/or license (in the case of Software).

“Server Application” means the software application associated with software authorized for installation (per a License Key, if applicable) on one or more of Your servers as defined in the Ordering Documentation.

“Software” means all Extreme and third-party software programs (in object code form only), including, without limitation, Standalone Software, Firmware, Server Application, Client Application (as further defined below), and accompanying Documentation, and any updates to the Software that Extreme may provide at any time.

“Specified ODM” means an original device manufacturer as identified in the Ordering Documentation.

“Standalone Software” means software licensed for use independent of any hardware purchase, as identified in the Ordering Documentation.

“Start Date” means (i) the date of shipment from either Extreme or an Extreme-authorized distributor.

“Type of License” or “License Type” means the particular type of license purchased, as specified in Your Ordering Documentation, which may include, without limitation, one or more of the license types described below:

- **Capacity.** Under the terms of this license, the license granted to You by Extreme authorizes You to use the Software up to the amount of capacity or usage as defined in the Ordering Documentation.

- **Client License.** Under this license, You are authorized to install the License Key for the Software on Your server and to allow the specific number of Concurrent Users as ordered by You and is set forth in Your Ordering Documentation. A separate license is required for each additional Concurrent User.

- **Evaluation License.** Extreme may make certain Licensed Materials available to You in object code solely for evaluation, training or other non-commercial purposes without charging a fee, during a limited (e.g., 30 day) time period (“Evaluation License”). All the terms of this Agreement shall apply to an Evaluation License, except that (i) Extreme does not assume any liability arising from Your use of an Evaluation License and (ii) You may not publish any results of benchmark tests run under an Evaluation License without first obtaining Extreme’s written approval.

- **Perpetual License.** Under this license, You are authorized to use the Software identified in Your Ordering Documentation, for an indefinite period of time (but subject to the termination terms set forth in this Agreement).
Extreme Networks End User License Agreement

- Single User, Multiple Network Devices License. Under this license, You are authorized to use the Software with a defined amount of Network Devices as identified in the Ordering Documentation.

- Single User, Single Network Device License. Under this license, You are authorized to use for Your internal use only, the Software as bundled with a single Network Device (identified by a unique serial number) for the applicable term, if and as, specified in Your Ordering Documentation, or any replacement for that Network Device for that same term. A separate license, under a separate license agreement, is required for any other Network Device on which You or another individual, employee or other third party intend to use the Software. A separate license under a separate license agreement is also required if You wish to use a Client License.

- Standalone License. Software licensed to You for Your use, independent of any Network Device.

- Subscription License. Software licensed to You for Your use during a subscription period as defined in Your Ordering Documentation.

“You” or “Your” means the first end user purchaser of one or more Software license(s) from an Authorized Source.

-End-