



Extreme Networks, Inc. Grey Market Sales Policy

- I. **Policy / Scope.** Any purchaser that acquires Extreme Networks, Inc.'s ("Extreme") products or services outside authorized Extreme sales and distribution channels does so with the understanding that Extreme's Terms of Sale and Support, and associated software licensing term, are inapplicable with respect to customer's acquisition of such products or services. Extreme is not legally obligated to support, service or authorize continued use of such products and services. As such, purchasers of Extreme products and services are strongly encouraged to purchase and license such products and services either directly from Extreme or via an authorized Extreme Channel Partner. Any purchase of Extreme's products from a non-authorized reseller or secondary market ("Grey Market") is a violation of Extreme sales policies and contracts. Grey Market product purchases come with heightened risks and consequences for the purchasing end-user, including but not limited to those listed below.

- II. **Quality Control.** Products purchased from unauthorized channels run the risk of being counterfeit, stolen, second-hand, or functionally unsupportable. Extreme does not guarantee the quality of such products and such products are absent from the quality assurance that are typically associated with Extreme products and services.

- III. **No Warranty / Support Obligations.** Extreme products are sold with express end-user warranties. Extreme's product warranties are personal to the first end user, and, unless expressly authorized by Extreme, the warranty may not be transferred to any new purchaser. If a company plans to purchase product through unauthorized channels, it should be aware that such equipment is sold without an Extreme warranty, and that Extreme reserves the right to deny all warranty and/or related technical support or maintenance services for such equipment.

- IV. **Licensing Factors.** Each Extreme product comes with a software license or end-user license agreement ("EULA") whereby Extreme purchaser is notified of all applicable licenses, conditions and restriction that are associated with the licensed use of Extreme's products and services. The licenses Extreme provides with the operating system software (such as EXOS), and many other software entitlements, are personal to the first-purchasing end user and are non-transferable. Extreme software licenses on grey market goods or equipment do not transfer, which exposes such purchasers to software licensing issues.