

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT FOR SERVICES BETWEEN THE TOWN OF ADDISON AND SOLID IT NETWORKS, INC., IN AN AMOUNT NOT TO EXCEED \$158,441.27, FOR THE INSTALLATION OF NETWORK ETHERNET SWITCHES, ROUTERS, MANAGEMENT SOFTWARE, RELATED WARRANTIES AND TECHNICAL SUPPORT AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Contract for Services between the Town of Addison and Solid IT Networks, Inc., for the installation of network ethernet switches, routers, management software, related warranties and technical support in an amount not to exceed \$158,441.27, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the _____ day of **OCTOBER** 2020.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

THIS CONTRACT FOR SERVICES (hereinafter the "Contract") is made and entered into by and between the Town of Addison, Texas (hereinafter called "Town") and Solid IT Networks, Inc., a Texas corporation with its principal office at 16507 Hedgecroft, Suite 100, Houston, Texas 77060 (hereinafter called "Contractor") on the day of October, 2020 ("Effective Date").

WITNESSETH:

WHEREAS, the Town sought services related to the installation of network ethernet switches, routers and management software ("Services"); and

WHEREAS, the Town reviewed the Texas Department of Information Resources' ("DIR") available vendors; and

WHEREAS, the Contractor, through DIR Contract No. DIR-TSO-4296, submitted a proposal for the work identified by the Services, attached hereto as **Exhibit A** and incorporated herein for all purposes ("Proposal"); and

WHEREAS, based upon the review of the Proposal, the Town has investigated and determined that it desires to hire the Contractor for the Services.

1. DESCRIPTION OF WORK

For the consideration agreed below to be paid to Contractor, the Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined, and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services, and Contractor makes the same guarantee with regard to performance for any and all subcontractors completing Services under this Contract.

A. The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following, collectively, the "Agreement Documents":

- (i) This Contract;
- (ii) DIR Contract No. DIR-TSO-4296 ("DIR Contract"), located at <https://dir.texas.gov>;

- (iii) Contractor Proposal, including: the Statement of Work, Warranty(ies), Extreme Network Product Support and End of Life Policy, Extreme Network Standard Product Warranty Policy Terms and Conditions, Extreme Networks Product Warranty Summary Terms and Conditions, Extreme Networks Return and Replace Service Description, Extreme Networks Software and Global Technical Assistance Center Service, Extreme Network Advanced Hardware Replacement Service, all attached hereto as **Exhibit A** and incorporated herein for all purposes; and
- (iv) Insurance Requirements, attached hereto as **Exhibit B** and incorporated herein for all purposes.
- (v) Extreme Wired Upgrade Cost Breakdown, attached hereto as **Exhibit C** and incorporated herein for all purposes.

B. All of the documents referred to in Subsection A of this Section 1, above, are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the DIR Contract, the Proposal and this Contract, the terms and conditions of this Contract shall control, and then the DIR Contract and then the Proposal in that order, and are final and binding on both parties. Contractor and Town further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by the Town and such decision shall be binding and conclusive upon Contractor.

C. Contractor and Town agree that Town shall place the written order for Services. At that time, the warranties associated with the ordered Hardware, as that term is defined in Exhibit A, shall commence and continue for sixty (60) months.

2. INSPECTION OF SITES AND COORDINATION

Contractor represents that, prior to submitting the Proposal and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of the City Manager, or his/her designee, hereinafter called "Director."

3. PAYMENT

In exchange for those Services described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed **One Hundred Fifty Eight Thousand Four Hundred Forty One Dollars and 27/100s (\$158,441.27)**, according to the terms and conditions of this Contract. Payment for all Services shall be in accordance with Exhibit C, attached hereto and incorporated herein for all purposes. The Town shall retain ten percent (10%, or \$15,844.13) of the total Extreme Wired Upgrade until the Town has provided written notice of "final acceptance" of the Services, or until the contract end date of January 31, 2021, whichever is sooner, at which time the ten percent (10%, or \$15,844.13) retainage shall be promptly paid to Contractor. The remaining contract amount of \$142,597.14 will be invoiced, net 30 days, as product and software are delivered.

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Contract and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

4. TERM

Subject to Section 1(C) herein, the Services identified within the Proposal shall be completed no later than January 31, 2021, including installation of all hardware. For good cause shown by Contractor in writing, the Director may extend the time to perform the Services. Per Solid IT Networks' Statement of Work, installation will be warranted for 30 days, following "2 Days of Switch/Install Configuration." Any product or configuration issues encountered past this date will be covered per the terms of the purchased manufacturer's warranty.

The Contractor recognizes that the Contract shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any Contract after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Contract may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall possess or obtain any necessary permits required by Town ordinance or State or Federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all Federal, State and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to the Services to be performed pursuant to the Contract.

6. INDEPENDENT CONTRACTOR

Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and, in cooperation with the Director, is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of the Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the Town provides its employees.

7. **INDEMNITY**

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS (INCLUDING PATENT, COPYRIGHT AND INFRINGEMENT), DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE CITY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING.

CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CITY'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CITY'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. INSURANCE AND BOND REQUIREMENTS

Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to the Town, the insurance coverage as required by Exhibit B.

9. TERMINATION

The Town may, at its option and without prejudice to any other remedy the Town may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of the Town by giving at least thirty (30) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. Town shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by Town's Director. Contractor shall not, however, be entitled to lost or anticipated profits should Town choose to exercise its option to terminate.

10. NOTICES

Any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing, including email, or by mail. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other party. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for Town, to:

Wes Pierson
City Manager
5300 Beltline Road
Dallas, Texas 75354
(972) 450-7000

Brenda N. McDonald
City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75254
(972) 668-6400

If intended for Contractor, to:

Oliver Newman
General Manager
16507 Hedgecroft, Ste. 100
Houston, TX 77060
364-229-2435

11. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

12. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

13. RIGHT OF REVIEW AND AUDIT

Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

14. CONFIDENTIALITY AND DATA OWNERSHIP

A. Contractor understands and agrees that in the performance of work or services under this Contract, or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the Town, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to or use by an unauthorized third party will be damaging or illegal. Contractor agrees that all information disclosed by the Town to Contractor which is in written form and which is marked confidential shall be held in confidence and used only in performance of services under this Contract, except where the law or a court order requires otherwise. Contractor shall exercise the same standard of care to protect such information as is used to protect his own proprietary data.

B. The Town understands and agrees that in the performance of work or services under this Contract, or in contemplation thereof, the Town may have access to private or confidential information which may be owned or controlled by Contractor, and that such information may contain proprietary details, disclosures, or sensitive information whose disclosure to or use by an unauthorized third party will be damaging or illegal. The Town agrees that all information disclosed by Contractor to the Town that is in written form and which is marked confidential shall be held in confidence and used only in performance of services under this Contract, except where the law or a court order requires otherwise. The Town shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

C. All data produced or collected pursuant to this Contract whether originated by the Town or by the Contractor, shall remain the property of the Town upon completion of this Contract. This does not include data produced or collected by Contractor prior to the effective date of this Contract or data produced or collected by Contractor which is not related to this Contract.

17. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

19. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

20. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

21. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

23. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

24. SOVEREIGN IMMUNITY

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Contract.

25. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2271, Contractor's execution of this Contract shall serve as verification that Solid IT Networks, Inc. does not presently boycott Israel and will not boycott Israel during the term of this Contract.

26. MISCELLANEOUS DRAFTING PROVISIONS

Miscellaneous Drafting Provisions. This Contract shall be deemed drafted equally by all parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the parties and are not intended to be used in construing this document.

EXECUTED this the 12th day of October, 2020.

TOWN:
Town of Addison, Texas

BY _____
Wesley S. Pierson, City Manager

CONTRACTOR:
Solid IT Networks, Inc.,
a Texas corporation


BY 
Name: Oliver Newman
Title: General Manager

Exhibit A

DIR Contract No. DIR-TSO-4296

Vendor Contract No. _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES

Solid IT Networks, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Solid IT Networks, Inc. (hereinafter "Vendor"), with its principal place of business at 16507 Hedgecroft, Ste. 100 Houston, TX 77060.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-422, on March 20, 2018, for Data Storage, Data Communications & Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-422 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-422, including all addenda; and Exhibit 2, DIR-TSO-TMP-422, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with three (3) optional one-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

Department of Information Resources

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(DIR rev 03/2018)

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Data Storage, Data Communications & Networking Equipment as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Data Storage, Data Communications & Networking Equipment Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Oliver Newman
Solid IT Networks, Inc.
16507 Hedgecroft, Ste. 100
Houston, TX 77060
Phone: (940) 453-8880
Facsimile: (281) 999-4009
Email: onewman@solidit.com

7. License and Service Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

DIR Contract No. DIR-TSO-4296

Vendor Contract No. _____

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

DIR Contract No. DIR-TSO-4296

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Solid IT Networks, Inc.

Authorized By: Signature on File

Name: Christine Feddern

Title: Vice President

Date: 11/20/2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 12/03/2018

Office of General Counsel: Signature on File: MH 11/26/2018



Town of Addison

Network Infrastructure Upgrade

Statement of Work

(as of September 18, 2020)

Scope

Addison is looking to upgrade their existing wired infrastructure to accommodate existing and future needs.

Wired Infrastructure – Provide two days of professional services to assist in the deployment of Extreme Networks switches at the Town of Addison. Deployment includes planning, physical installation, basic configuration and testing of the 2 core switches per datacenter in HA mode sharing one virtual default gateway IP.

Project Outline

- **Wired Infrastructure** - Solid IT will provide onsite and remote engineering support to install and configure Extreme Networks switches. There is an expectation that after hours and onsite work will be required.
 - Service Planning
 - Onsite meeting to develop implementation plan.
 - Discuss industry best practices
 - Discuss and Define IP address schemes
 - Define VLANs
 - Define deployment schedule
 - Configure Extreme Networks switches based on implementation plan
 - Install Extreme Networks switches based on deployment schedule.
 - Unpatch and uninstall existing switches that are to be replaced (assumes a 1 to 1 ratio of old to new switches)

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- Cross connect devices in the IDF into the new Extreme Networks switches.
 - Extreme Networks switch testing
 - Make necessary configuration changes as needed based on the outcome of end user device testing.

Ongoing Support

- **Wired Infrastructure** - Solid IT will provide remote technical support, consulting, and problem solving as necessary throughout the duration of the implementation project and for one month following for issues connected to the Extreme Networks switch implementation.

Customer Responsibilities and Assumptions

- Customer is supplying all server and network electronics (Switches, GBIC's, stack cables, etc.); installation hardware (Rack Mount Kits, Wire Management, Compatible Rack Screws) and software other than the hardware and/or software on the attached quote.
- Customer is responsible for loading/installing appliance applications into their VM infrastructure.
- Customer is responsible for the mounting and installing all wireless access points and cabling.
- Customer is responsible for supplying all patch cables.
- Configuration of any end user devices is not included in this scope of work.
- Testing of end user devices is the responsibility of Addison personnel.
- Configuration of any network/data center equipment (e.g., firewall, router, switches, access points, servers, etc.) not listed in the project outline above is not included in this scope of work.
- Customer will provide access to all sites/closets including after-hours/weekend access as necessary to maintain project schedule.
- Customer will provide 24/7 VPN access to all network devices involved in the project.
- Customer will provide 24/7 admin level credentials for configuration and testing for all network devices involved in the project.
- Customer will provide access to all sites/closets including after-hours/weekend access as necessary to maintain project schedule.
- Customer will provide an onsite resource to Solid IT Networks who has administrator access to all network/data center equipment on the network and who can provide configurations from the existing equipment.

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Extreme Networks Product Support and End of Life Policy

Effective January 1, 2019

General Disclaimer: Although Extreme Networks has attempted to provide accurate information with this document, Extreme Networks assumes no responsibility for the accuracy of the information. Extreme Networks may change its release schedules, programs, product specifications, or definitions mentioned in the document at any time without notice. Any reference to non-Extreme Networks products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

Introduction

This document provides Extreme Networks End of Life Policy for Software and Hardware products.

WARRANTY: Extreme Networks offers firmware, operating system software, and application software products, with various warranties included in the software purchase price. Please refer to specific product literature for warranty details.

SERVICES: Extreme Networks also offers various services at additional cost. Refer to the Services Solutions web page for details:
<http://www.extremenetworks.com/support/>.

Only products which are covered by an appropriate warranty or a valid service contract are eligible for software updates or upgrades, and technical support, per the specific terms of the warranty or service contract.

Product End of Life: Overview

The Extreme Networks Product End of Life Overview is described in this document, which is intended to help customer plan and manage the End of Life process for Extreme products and assist the transition to alternative Extreme products and technology.

The End of Life policy covers the period starting at the End of Sale Notification, and includes End of Sale (EOS), End of Software Maintenance (EOSM), and End of Services Life (EOSL).

The End of Life Policy only applies to End of Sale announcements which are published on or after January 1, 2019. The Policy does not apply to product that is already subject to an End of Life and/or End of Sale announcement; for those products, the dates announced in the respective End of Sale Notifications will continue to apply.

The general policy guidelines are defined below. Note that the exact End of Life schedule for a specific product will be defined in its End of Sale Notification, which may vary from the general guidelines below.

The Support and End of Life Policy describes entitlements which are available for products which are covered by active support contracts. Customers will need to ensure that there is a current and fully paid support contract with Extreme. Please contact your Support Account Manager regarding fees payable during the end-of-life period to ensure access to entitlements described in the End of Life policy. For information regarding Extreme product warranties, please refer to Extreme support policies located at
<https://www.extremenetworks.com/support/policies/>.

End of Sale Notification

Extreme will typically provide 6 months' notice of the affected product's End of Sale date. This notice will be published to the Extreme Support website at <https://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products/>. Customers and Partners should check this site frequently to view any new Notifications, as well as any other information related to the End of Life process.

The End of Sale Notification will define the End of Sale date, End of Software Maintenance date, and End of Services Life date for the products specified in the Notification. The dates defined in the End of Sale Notification will supersede the general policy guidelines defined in this document.

End of Sale

The product End of Sale (EOS) date is the last date that a product is available for sale through Extreme systems, while supplies last. Product availability is not guaranteed through the End of Sale date, and products will be provided while supplies last.

End of Software Maintenance

The End of Software Maintenance (EOSM) date is the last date that Extreme will release any maintenance or patch releases for a specific major software revision. During the Software Maintenance period, Extreme reserves the right to determine which defects will be fixed. Note that a software upgrade to a later release may be necessary to correct a reported problem.

The table below defines the End of Software Maintenance period after End of Sale.

After EOSM for a period of 12 additional months Extreme may provide security/PSIRT patches for critical issues at its sole discretion.

End of Services Life

The End of Service Life (EOSL) date is the last date to receive service and support for the product. After this date, all support services for the product are unavailable, and the product becomes obsolete and software and other product related information will be removed from the Extreme support website.

Access to Extreme's Global Technical Assistance Center (GTAC) will be available for a period of 5 years from the End of Sale date for hardware and embedded operating system software issues and for a period of 3 years from the End of Sale date for application software issues. Note that a software upgrade to a later release may be necessary to correct a reported problem.

Access to Software releases will be available for a period of 5 years from the End of Sale date for embedded Operating System software, and for a period of 3 years from the End of Sale date for application software. Following the EOSL date, software may be removed from the Extreme support website.

Spares or replacement parts for hardware will be available for a period of 5 years from the End of Sale date. Extreme will replace the failed unit with either a new or previously used product which is equivalent to new in performance and reliability. Extreme may replace the failed unit with a product which is, in Extreme's sole opinion, equivalent to an original product that has been discontinued or is otherwise not available.

Additional Information

Additional information, access to previously published End of Sale Notifications, and other Policy documents are available from Extreme Networks Support at <https://www.extremenetworks.com/support/>.

Software	End of Software Maintenance (EOSM) (Note 1, Note 2)
Applications	12 Months after End of Sale
WING OS	24 Months after End of Sale
Extreme Wireless OS	24 Months after End of Sale
EXOS OS	24 Months after End of Sale
BOSS/ERS OS	24 Months after End of Sale
VOSS/VSP OS	24 Months after End of Sale
SLX, NOS, NI	36 Months after End of Sale

Note 1: End of Software Maintenance policy applies to products after their EOS date
 Note 2: Products with End of Sale announcements published prior to 1/1/2019 should refer to the published End of Sale Notification for EOSM and EOSL dates.



<http://www.extremenetworks.com/contact> / Phone +1-408-579-2800

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Standard Product Warranty Policy

The Start Date of the Warranty

As used in this Warranty Policy, the Start Date is (i) the date of shipment from Extreme Networks ("Extreme") or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.

Defined Terms. Capitalized terms in this Warranty Policy are defined in the Definitions section of this document.

Limited Hardware Warranty and Remedy

Extreme warrants that the Hardware will be free from defects in material and workmanship under normal authorized use, consistent with Extreme's then-current published Documentation. This warranty is subject to the limitations and conditions set forth in this policy. The warranty extends only to the original Customer.

During the Warranty Period, Extreme, at its option, shall repair or replace the non-conforming Hardware, or refund the fees paid for such Hardware following return of the non-conforming Hardware. Hardware replacements may be refurbished, or new equipment substituted at Extreme's option. Extreme may replace failed Hardware that has been discontinued or is otherwise unavailable with Hardware which is, in Extreme's sole opinion, functionally equivalent to the failed Hardware. This warranty remedy is exclusive and is conditioned upon Extreme being notified in writing of the non-conforming Hardware within the Warranty Period.

Limited Software Warranty and Remedy

Extreme warrants that the Software will perform substantially in accordance with its published 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 PURCHASER AND NOT TO A SUBSEQUENT PURCHASER OR USER. Refer to Extreme's [End User License Agreement \(EULA\)](#) for additional terms and conditions related to the Limited Software Warranty.

Warranty Exclusions

- A. The warranties set forth above shall not apply to:
- i. any third-party software or hardware, whether or not such third-party software or hardware is or was provided by Extreme;
 - ii. any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing;
 - iii. any Products that have not been maintained in accordance with the Documentation or other operating instructions supplied by Extreme;
 - iv. any Products that have been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident;
 - v. Products that are used for beta, evaluation, testing or demonstration purposes or other situations whereby Extreme has not received payment of a purchase price or license fees, and in such cases, the Products are provided "AS IS" with all faults and without warranty of any kind, express or implied, and
 - vi. Expendable parts, such as fuses, lamps, filters, batteries, and other parts that are regularly replaced due to normal use.
- B. The Products are not designed or intended for use in:
- i. the design, construction, operation or maintenance of any nuclear facility;
 - ii. navigating or operating aircraft; or
 - iii. operating life-support or life-critical medical equipment, and Extreme disclaims any express or implied warranty of fitness for such uses.

- C. Extreme's warranty obligations do not include:
- i. Installation or reinstallation
 - ii. Configuration
 - iii. Maintenance services
 - iv. Professional services including but not limited to consulting, network design, optimization, complex topologies, and training.

Additionally, no warranty shall apply beyond the published End of Support date for the Products, as outlined in Extreme's End of Life Policy as set forth at [Extreme Policies and Warranties](#).

Warranty Assumptions

Extreme is not responsible for delays related to export or customs regulations or processes, in the event of a force majeure event, or due to transportation issues. Actual Product delivery times may vary depending on specific Customer location(s).

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new, refurbished or functionally equivalent products.

As to Products repaired or replaced during the original warranty period for such Product, the warranty period for the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to the Customer or upon the termination of the original warranty period, whichever is longer.

A replacement Product will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

For Products that are sold in a "bundled" manner or as an appliance as defined in Extreme's published price list, the warranty is per each individual Product part number that comprises the bundle, unless otherwise noted in the price list.

Warranty Disclaimer.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND CONDITIONS SET FORTH HEREIN AND IN THE EULA, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT,

SATISFACTORY QUALITY, NON-INTERFERENCE, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OF TRADE PRACTICE, 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. 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.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

Limitation Of Liability.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL EXTREME NETWORKS OR ITS AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF USE OR BUSINESS OR ANTICIPATED SALES OR SAVINGS, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST GOODWILL, LOSS OR CORRUPTION OF DATA, OR INDIRECT, SPECIAL, HYBRID, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME NETWORKS, ITS AFFILIATES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME'S TOTAL

CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO, AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. EXTREME NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO EXTREME, WHETHER OR NOT SUCH PRODUCT IS UNDER WARRANTY.

Product Returns

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that Customer fails to return the defective Product within ten (10) business days of receipt of the replacement Product, Extreme reserves the right to invoice the Customer at the list price of the defective Product or product component.

Definitions

As used in this warranty policy, capitalized terms have the following meaning(s):

Customer means the original end user purchaser of the Extreme Hardware and Software Product(s) from an Extreme-authorized reseller or directly from Extreme.

Documentation means the then-current Extreme data sheet for the Product that Extreme makes available on www.extremenetworks.com.

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

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

Software means software in object code made commercially available by Extreme and subject to Extreme's End User Software License Agreement (EULA) in effect at the time of Customer's purchase of the license.

Warranty Start Date means (i) the date of shipment from Extreme or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.



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Extreme Networks Product Warranty Summary

Introduction: This is a summary of warranty information for Extreme's products. The table below provides general product warranty information by product family. Please refer to the [Extreme Warranty Finder](#) for specific warranty information for product SKUs. In cases where the product warranty information in the table below differs from the warranty information in the Warranty Finder for a specific product, the warranty in the Warranty Finder will apply.

Extreme's Product Warranty Policy is available at [Extreme Policies and Warranties](#).

GTAC Support: The Extreme GTAC delivery of service under warranty provides troubleshooting assistance only for product conformance with its published Documentation and hardware and software defects. To receive service from

Extreme's GTAC for priority assistance, 24x7x365 support, troubleshooting and guidance with set up, configuration, interoperability or any additional advance technical troubleshooting, your product must be covered under an active ExtremeWorks service support contract. For complete details regarding the difference between GTAC service delivery under warranty versus a support contract, please visit [Extreme's Maintenance Services](#) site.

Freemium Content: For customers who do not have warranty or service contract coverage, there are free resources available for assistance. These services include our [HUB community](#) and the [knowledge base](#). These self-service support options provide technical advice, feedback or recommendations to assist customers who are operating Extreme Network products and solutions.

Extreme Product Warranty Summary

Data Center Switching						
Product Family	Hardware Duration ¹	Hardware Replacement ^{2,7}	Technical Support ^{3,4}	Software OS Releases ^{5,6}	Portal ⁸	Warranty Name
SLX, MLX, VDX, CER	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Optics	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
BD8K, BD3	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
BFO, BNA, NVA	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Campus Switching						
Product Family	Hardware Duration ¹	Hardware Replacement ^{2,7}	Technical Support ^{3,4}	Software OS Releases ^{5,6}	Portal ⁸	Warranty Name
E520	Lifetime	Advance Replacement	90 days	Lifetime updates and upgrades ⁵	Lifetime	Universal LLW
VSP7400, VSP4900, X465, X435, V400, V300, sold after 10/1/2020	Lifetime	Advance Replacement	90 days	Lifetime updates and upgrades ⁵	Lifetime	Universal LLW
VSP 8600, 8400	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X460-G2, X450-G2, X440-G2, X620	Lifetime	Advance Replacement	Lifetime	Lifetime updates and upgrades ⁵	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - 2
VSP7400, 4900 (10G) sold prior to 10/1/2020	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
ERS 5900, 4900, 4800, 3600, 3500	Lifetime	Advance Replacement	Lifetime	Lifetime updates and upgrades ⁵	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - 2
VSP 8200, 7200, 4800, 4400	Lifetime	Advance Replacement	Lifetime	Lifetime updates ⁵	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
VSP 4900 (excluding 10G) sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates ⁵	Lifetime	Limited Lifetime Warranty With Express Advanced Hardware Replacement
X465, X435 sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates ⁵	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement

Extreme Product Warranty Summary (cont.)

Campus Switching (cont.)						
Product Family	Hardware Duration ⁶	Hardware Replacement ⁷	Technical Support ^{12,13}	Software OS Releases ¹⁴	Portal ¹⁵	Warranty Name
V300, V400 sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates ⁵	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
XA 14xx	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X480, X590, X650, X67-, X670V, X670-G2, X690, X770, X870	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X430, X440, X460	Lifetime	Advance Replacement	Lifetime	Lifetime updates ⁵	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
Optics and cables	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Accessories, LRM/MACsex Adapter	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
E4G-200, E4G-400	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
K-Series, S-Series	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Fastpath 210, 200	Lifetime	Return and Replace	Lifetime	Lifetime updates ⁵	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - B
ISW Switch	5 Years	Return and Replace	5 Years	2 years updates	5 Years	5 Year Warranty
7100	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Wireless						
Product Family	Hardware Duration ⁶	Hardware Replacement ⁷	Technical Support ^{12,13}	Software OS Releases ¹⁴	Portal ¹⁵	Warranty Name
SR200x, BR, XR	Lifetime	Return and Replace	90 Days	90 Days	1 Year	Limited Lifetime Warranty (WING)
Identify Wireless AP3935, AP3912, AP3915 Indoor AP	Lifetime	Advance Replacement	Lifetime	Lifetime Updates and Upgrades ⁵	Lifetime	Limited Lifetime Warranty with Express Advanced Hardware Replacement-2
Identify Wireless AP3916 Indoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty
Identify Wireless AP3965, AP3917 Outdoor AP	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Accessories, Antennas, Cables, Mounting	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
AP360, AP460, AP660 Outdoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WING
AP310, AP410, AP505 Outdoor AP	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty (WING)
AP7522, AP7532, AP7602, AP7622, AP8432, AP8633, AP7612, AP7632 Indoor AP	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty (WING)
AP7562, AP7662, AP2663 Outdoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WING
AH-AP-20x, AH-ATOM-20x, AP20x Indoor AP unless otherwise noted	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty WING
WING Wireless Accessories, Antennas, Cables	1 Month	Return and Replace	N/A	N/A	N/A	1 Month Warranty WING
Optics	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WING
Controllers, Appliances, Servers, Power Supplies, Accessories	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Select APs (AH-AP-200x-FCC, AP200x/CX-FCC) - See Price List	Lifetime	Advance Replacement	90 Days	90 Days	Lifetime	Limited Lifetime Warranty-AHR Only
Applications and Licenses						
Product Family	Hardware Duration ⁶	Hardware Replacement ⁷	Technical Support ^{12,13}	Software OS Releases ¹⁴	Portal ¹⁵	Warranty Name
Applications	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Licenses	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Purview ApplD PV/x	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
ExtremeManagement Appliance, ExtremeControl Appliance	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty

1. Access to Extreme's GTAC for product warranty support line via email, web form or telephone is available from 8 AM to 5 PM (Monday to Friday) local End User's time for the purpose of confirming product conformance and diagnosing of basic hardware and software defects.
2. **Services Not Included.** Installation, network design and troubleshooting, configuration recommendations, complex topologies, consultation, and optimization services are not covered under product warranty, but are available for purchase through Extreme's authorized channel partners.
3. Access to [Extreme Customer Support](#) website, which may include, but is not limited to: (i) information about status and/or review of known hardware and/or software issues/problems, (ii) access to technical documentation, (iii) the ability to log a case, (iv) information about the status of outstanding product RMAs.
4. Certain products are entitled to publicly available Base Operational Software or Base Operational Software Upgrades and/or Updates that Extreme may develop and generally release on covered products, for the warranty period. "Base Operational Software" means embedded software that is required to operate an Extreme-branded network device product and is offered for sale as an inclusive component of such hardware network device product. Customers who desire specific feature updates, patches and fixes to be prioritized into future releases should purchase the appropriate support services from Extreme.
5. Software release versions are indicated by A.B.C. "A" indicates a Major Release Number. Major software releases are **Upgrades**. "B" and "C" indicate Minor (sustaining) and Maintenance Release Numbers. Minor and Maintenance releases are Updates.
6. **Advance Replacement**
 - a. Extreme will process the Return Material Authorization (RMA) relating to the defective product per the Advanced Replacement Warranty RMA Times section of the Extreme Networks Service Availability Matrix at [Extreme Policies and Warranties](#), Monday through Friday, in order for the replacement product to ship by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided.
 - b. The replacement part will be shipped via economy service with shipping charges prepaid. Shipments are designed to achieve delivery to the customer within 5 to 10 business days from an Extreme regional parts depot. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.
 - c. Extreme will pay for the return freight of defective products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or brokers fees associated with the return of products from Customer to Extreme in the country of origin is the Customer's responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the product shipped to customer, excluding any applicable taxes, duties and custom fees in Customer's destination country. Extreme will not be the importer of record on any shipments to Customer.
 - d. Customer is responsible for returning the defective Product to an Extreme-authorized return facility. If Customer fails to return the defective Product within ten (10) business days of receipt of the replacement Product, Extreme reserves the right to invoice the customer at the List Price of the defective Product or product component.
7. **Return and Replace**
 - a. Extreme will make commercially reasonable efforts to ship a repaired or replacement Product within ten (10) business days (depending upon affected product) of receipt of the defective Product at an Extreme facility.
 - b. The replacement product will be shipped via economy service with shipping charges prepaid. Shipments are designed to achieve delivery to the customer within 5 to 10 business days from an Extreme regional parts depot. Variation in business delivery days is possible, depending on country of destination or geographical location within the country or other factors.

- c. Customer pays for the return freight of the product to Extreme's designated location, including any applicable taxes, duties and custom fees in both country of origin and destination. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the product shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all product returns to Customer.
8. **Product Lifetime** – Except where otherwise defined, a period of time commencing on the warranty start date and ending five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy at [Extreme Policies and Warranties](#). The end-of-sale dates are defined in the Extreme End of Life Policy. **Exceptions:** Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of- sale date. Wireless LAN 9100 Product Limited Lifetime warranty duration is three years from the Product's end-of-sale date.



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ExtremeWorks® Return and Replace Service

Service: ExtremeWorks Return and Replace Service
Version: 1.2
Date: July 2018
Availability: Global
Order Code: 97001

1.0 Service Overview

Extreme Networks Return and Replace Service offering provides technical support, update and/or upgrade support, and return-to-factory parts replacement for Covered Products (as defined herein). Upon diagnosis of a reported failure, the service offering covers the replacement part within the response time specified, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Return and Replace Service is available with the following response times:

Service Order Code	Service Levels	Response Time*
97001	ExtremeWorks Parts Return and Replace	10 business day from receipt

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after receipt of defective unit by Extreme Networks.

3.0 Availability

ExtremeWorks Return and Replace Service, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for additional information on availability and restrictions by geography.

4.0 Deliverables

ExtremeWorks Return and Replace Service offering includes the following:

- **GTAC Technical Support** -24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- **Escalation Management** - The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- **Return and Replace Service** - provides customers the opportunity to return their defective part to Extreme Networks. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Within ten (10) business days of receipt of such defective product, Extreme Networks will ship a like or equivalent part back to the customer.
- **Operational Software Updates and Upgrades** - Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Return and Replace Service. Subscription and support for Application ExtremeWorks Return and Replace Service - SDD 2 Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

- Shipping a repaired or replacement FRU (feature, function and fit compatible) within 10 business days of receipt of the defective FRU at an Extreme Networks facility if the purchased service is Return and Replace. Return shipment of repaired or replaced FRU to the customer's designated location will be included with this SDD.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Requesting technical assistance from Extreme Networks in diagnosing a fault prior to requesting parts replacement.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Return and Replace service:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.
- Parts Repair and FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The [terms and conditions](#) of Extreme's performance of support and services are as posted [here](#). In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Return and Replace Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company'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, fire, flood, water, wind, lightning or other acts of God, 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 and consumable items.

- Extreme Networks 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 then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a defective product from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity. This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policies.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

Appendix A

Return and Replace Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, defined herein is available on Extreme Networks website.

For Products covered with Return and Replace level of service, the customer pays for the return freight of the product to Extreme Networks, including any applicable taxes, duties and custom fees. Extreme Networks pays the freight of the unit shipped to the customer, excluding any applicable taxes, duties and custom fees.

Appendix B

Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the

case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 Hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None



<http://www.extremenetworks.com/contact> / Phone +1-408-579-2800

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ExtremeWorks[®] Software Support Service

Service: ExtremeWorks Software Support

Version: 2.0

Date: October 2019

Availability: Global

Order Code: 97003

1.0 Service Overview

Extreme Networks Software Support Service offering provide technical support, and update and/ or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks Application Software.

2.0 Service Levels

ExtremeWorks Software Support Service is available with the following response times:

Service Order Code	Service Levels
97003	ExtremeWorks Software Support

3.0 Availability

ExtremeWorks Software Support Service, contracted for a defined period, are available globally, subject to the conditions herein.

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4.0 Deliverables

Each ExtremeWorks Software Support Service offering includes the following:

- **GTAC Technical Support** – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Application Software to conform to published documentation on Covered Products.
- **Escalation Management** – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix A for additional detail.
- **Application Software Updates and Software Upgrades** - Customer is entitled to receive any Application Software or software upgrades that Extreme Networks may develop and generally release on Covered Products. Application Software is defined as software that is not required to operate a network device, such as management software. It is not an enhancement to the Operational Software and may reside on another network device. Application Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Application Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.
- **Access to Extreme Networks' Customer Support Website** – which may include but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

NOTE: Support for Operational Software products, to include entitlement to major and minor releases of the Operational Software products, if available, are not included with the ExtremeWorks Software Support services. Support for Operational Software must be ordered separately via ExtremeWorks services offerings as further published for availability in accordance with Extreme Networks' then-current Price List. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device.

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5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of Application Software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Application Software version, then Extreme Networks will provide any Application Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Application Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Operational Software must be purchased separately under Software Support as defined in Extreme's then-current Price List, if available.

- Using the versions of Application Software currently supported by Extreme Networks. If the Application Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support.

6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered Application Software is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that software from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Application Software products major releases installed at sites at the most current release level.
- Using the versions of Application Software currently supported by Extreme Networks. If the Application

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7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Software Support:

- Acknowledging that the customer's right to use the Application Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If there is no available Application Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Application Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.
- If the customer's software is a version that is not currently supported, and the non-conformance is



corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Application Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Application Software can be corrected.

- Application Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks – supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Application Software upgrades may be obtained through Extreme Networks; Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Application Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

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8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software Support Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company'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, fire, flood, water, wind, lightning or other acts of God, 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 and consumable items.
- Extreme Networks 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 then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
 - Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
 - Labor charges for reinstalling the customer's system Software (operational or application) or end user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.



- New releases and upgrades for Operational Software, or software releases, updates and upgrades otherwise out-of-scope as defined herein.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- The customer acknowledges that any hardware upgrades, improvements or changes required to install or use Application Software product major release or update, or any part thereof are charged separately from and are in addition to the charges of the current contract.
- This service does not include support and maintenance of any third-party software or hardware not provided by Extreme Networks.
- This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then-published per-incident rates, and subsequently Extreme Networks will recommend an appropriate annual hardware contract to the customer of consideration.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

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Appendix A: Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case priority level assigned by the customer

will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Service Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng.)	4 hours	None	None

ExtremeWorks® Software and Global Technical Assistance Center (GTAC) Service

Service: ExtremeWorks Software and Global Technical Assistance Center (GTAC) Service

Version: 1.2

Date: July 2018

Availability: Global

Order Code: 97000

1.0 Service Overview

Extreme Networks Software and GTAC Service offering provides technical support and update and/or upgrade support, for Covered Products (as defined herein).

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Software and GTAC Support has the following Services Order Code:

Service Order Code	Service Levels
97000	Software and GTAC

3.0 Availability

ExtremeWorks Software and GTAC Service, contracted for a defined period, is available globally, subject to the conditions herein.

4.0 Deliverables

ExtremeWorks Software and GTAC service offering includes the following:

- **GTAC Technical Support** – 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.

- **Escalation Management** – The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. See Appendix A for additional detail.

- **Operational Software Updates and Upgrades** – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Operational Software updates and upgrades may be obtained through Extreme Networks' Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme's standard published product documentation and support/maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Software and GTAC Service. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks' then-current Price List (currently categorized as order code 97003).

- Access to Extreme Networks' Customer Support Website - which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix A. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme's sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Providing, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer and provide systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Using all reasonable efforts to maintain Operational Software products major releases installed at sites at the most current release level.

- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks

Software and GTAC Support:

- Acknowledging that the customer's right to use the Operational Software releases is subject to the software licensing terms of the applicable purchasing/licensing agreement under which the customer purchased/licensed its products from Extreme Networks, and any associated terms and conditions contained therein.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- If there is no available Operational Software fix, Extreme Networks will use reasonable commercial efforts to remedy such non-conformance, which may include a workaround or other temporary or permanent fix to the Operational Software, provided that the reported problem can be verified and/or recreated by Extreme Networks on the then current software version.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.

- Operational Software products major releases and upgrades are provided for distribution only to the customer for use on or with the Extreme Networks-supplied products on which they operate, in accordance with the Extreme Networks published specifications.
- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The [terms and conditions](#) of Extreme's performance of support and services are as posted [here](#). In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software and GTAC Service entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to change for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company'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, fire, flood, water, wind, lightning or other acts of God, 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 and consumable items.
- Extreme Networks 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 then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.

- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in the Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or enduser configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- The customer acknowledges that any hardware upgrades, improvements or changes required to install or use an Operational Software product major release or update or any part thereof are charged separately from and are in addition to the charges of the current contract.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service does not include the repair or replacement of defective hardware. If Extreme Networks determines that defective Extreme Networks hardware causes a reported problem, then Extreme Networks will advise customer thereof. If the customer desires to remedy such defect, Extreme Networks and the customer will agree upon service at the Extreme Networks then-published per-incident rates, and subsequently Extreme Networks will recommend an appropriate annual hardware contract to the customer for consideration.
- This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

Appendix A

Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the

case priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Support Level Objectives Matrix

Case Priority	Response Time	Restore Time (Software Fix or Workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 Minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 Hour	1 Day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 Hours	10 Days	5 Days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgement	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 Days
Director, Global Technical Services	Immediate	48 Hours	10 Days
Vice President, Global Technical Services	2 Hours	72 Hours	20 Days
Executive Management (CTO/EVP Eng)	4 Hours	None	None



<http://www.extremenetworks.com/contact> / Phone +1-408-579-2800

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ExtremeWorks® AHR Service

Service: ExtremeWorks Advanced Hardware Replacement Service (Next Business Day and 4 Hour Response)

Version: 2.1

Date: July 2018

Availability: Global

Order Code: 97004 and 97007

1.0 Service Overview

Extreme Networks Advanced Hardware Replacement Services offerings provide technical support, update and/or upgrade support, and advanced parts replacement for Covered Products (as defined herein) according to particular levels of purchase. Upon diagnosis of a reported failure, service offerings cover the replacement part arrival within the response time specified for the service level purchased, subject to the conditions defined herein.

Extreme service offerings further grant Customers telephone and web access to Extreme Networks Global Technical Assistance Center ("GTAC") 24 hours a day, 365 days a year (24x7) to report problems, ask product-related questions and receive assistance for Extreme Networks hardware and Operational Software.

2.0 Service Levels

ExtremeWorks Advanced Hardware Replacement Services are available with the following response times depending upon the offering purchased:

Service Order Code	Service Levels	FRU Response Time*
97004	ExtremeWorks NBD Advanced Hardware Replacement	Next Business Day
97007	ExtremeWorks 4 Hour Advanced Hardware Replacement	24x7 - 4 Hours

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit ("FRU") to be replaced must be completed prior to requesting the replacement FRU. The response time interval starts after the GTAC validates the customer's request for a replacement FRU and assigns an RMA number.

3.0 Availability

ExtremeWorks Advanced Hardware Replacement Services, contracted for a defined period, are available globally from key business locations, subject to the conditions herein. Please refer to Appendix A for addition information on availability and restrictions by geography.

4.0 Deliverables

Each ExtremeWorks Advanced Hardware Replacement Service offer includes the following:

- **GTAC Technical Support** - 24x7 telephone support that provides technical assistance with diagnosis of defect or failures in the Extreme Networks hardware and Operational Software to conform to published documentation on Covered Products.
- **Escalation Management** - The GTAC is the escalation point for the customer for raising unsatisfactory conditions or immediate concerns associated with the service quality on Covered Products. Please see Appendix B for additional detail.
- **Advanced Shipment** - Extreme Networks provides for the advanced shipment of FRUs to the customer's contracted sites within the contract response time on Covered Products. A request for a replacement FRU is validated by GTAC and a Return Material Authorization (RMA) number is assigned. Extreme Networks will pick, pack and dispatch the replacement FRU using a commercial delivery service to make the delivery to the customer's contracted site. The replacement FRU will be delivered within the contracted response time, subject to the regional restrictions, response times, and diagnostic requirements identified in Appendix A.

- **Operational Software Updates and Upgrades** – Customer is entitled to receive any Operational Software or Operational Software upgrades that Extreme Networks may develop and generally release on Covered Products. Operational Software is defined as embedded software that is required to operate an Extreme Networks network device and is offered for sale as an inclusive component of such hardware network device product as described in Extreme Networks’ published price list applicable to such hardware product (“Covered Product”). Operational Software updates and upgrades may be obtained through Extreme Networks’ Website after establishing a web account and are only available for Covered Product that is registered and subject to Extreme’s standard published product documentation and support/ maintenance entitlements. Use of Operational Software updates and upgrades shall be subject to the ExtremeWorks Support Program Terms and Conditions, in addition to your applicable product license agreement and purchasing terms and conditions.

NOTE: Support for Application Software products, including subscription to include entitlement to major and minor releases of the Application Software products, if available, are not included with the ExtremeWorks Advanced Hardware Replacement Services. Subscription and support for Application Software must be ordered separately via ExtremeWorks Software Subscription services offerings as further published for availability in accordance with Extreme Networks’ then-current Price List (currently categorized as order code 97093).

- **Access to Extreme Networks’ Customer Support Website** – which may include, but is not limited to (i) status review of known hardware and software problems (ii) access to technical documentation (iii) ability to log a case (iv) status view of outstanding RMAs.

5.0 Extreme Networks Responsibilities

Extreme Networks is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Shipping an replacement FRU on an advance exchange basis to the customer’s location per the applicable availability and restrictions in Appendix A.
- Extreme Networks will measure and categorize the case priority level of software problems reported by the customer based on the impact on the network and in accordance with the classification definitions contained in Appendix B. If it is not clear which priority level applies, then the priority level assigned by the customer will be used. However, if a problem clearly belongs in a given priority level, then that level will be used. Case severity and level assignment will be determined in Extreme’s sole discretion.
- If Extreme Networks diagnoses that a reported problem is due to non-conformance to published specifications of a supported Operational Software version, then Extreme Networks will provide any Operational Software fix for the reported non-conformance available at the time the problem is reported, provided that customer is running on a version of Operational Software that is currently supported, as identified in the Extreme Networks Product End of Life Policy.

6.0 Customer Responsibilities

The Customer is responsible for:

- Advising Extreme Networks, in writing, of any change of location for Covered Products to ensure proper dispatch and delivery.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Returning the defective FRU to an authorized Extreme Networks repair facility. In the event that you fail to return the defective FRU within ten (10) business days of receipt of the replacement FRU, Extreme Networks reserves the right to invoice you for such product or product component based on the current list price. Failure to return defective parts in a timely manner may result in the suspension of future advance hardware replacement service delivery from Extreme Networks.
- Providing, at Customer’s expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Extreme Networks GTAC engineer. In addition, customer must provide systems’ passwords so that problems may be diagnosed and, where possible, corrected remotely.

- Using all reasonable efforts to maintain software products major releases installed at sites at the most current release level.
- Using the versions of Operational Software currently supported by Extreme Networks. If the Operational Software is a version other than that which is currently supported, as identified in the Extreme Networks Product End of Life and Support Plan End of Life Policy, the customer is required to purchase the required versions of the product to obtain support. Support for Application Software must be purchased separately under Software Subscription as defined in Extreme's then-current Price List, if available.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Advance Hardware Replacement Service:

- Extreme Networks will make commercially reasonable efforts to ship, at its expense, a replaceable hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in Appendix A. In certain geographies, the customer may be responsible for the cost of importing replacement product, including customs and duty fees. Please consult with Extreme Networks or your authorized Extreme Networks Services Partner to learn whether your location is included.
- For the purpose of providing support services, Extreme Networks will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to conform to the customer's network size and/or to verify the software eligibility status, except as otherwise may be prohibited by applicable law.
- FRU delivery is subject to the hours of coverage and response times as identified in Appendix A.
- If the customer's Operational Software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Extreme Networks will not incorporate software fixes or corrections into versions of Operational Software other than those currently supported in accordance with Extreme Networks' Product
- End of Life and Support Plan End of Life Policy. Extreme Networks does not represent or warrant that all nonconformance of the Operational Software can be corrected.

- Operational Software upgrades may be obtained through Extreme Networks' Web site after establishing a web account and are only available for the Covered Product that is registered. Use of Operational Software upgrades shall be subject to the terms and conditions of said software.
- Customer will maintain and backup all configuration data.
- The terms and conditions of Extreme's performance of support and services are as posted here. In the event of any conflict between the language in this Service Description Document and Extreme Networks published terms and conditions, Extreme Networks published terms and conditions shall govern.
- Unless required for operational reasons and elsewhere agreed between the customer and Extreme Networks, the replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme Networks.
- When the hardware or software is part of the same system, it must carry consistent service level coverage. This includes the chassis, modules, circuit packs, software and all other supportable components within the system configuration.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Advance Hardware Replacement Services entitlements and are not included herein. Professional Services offerings may be available for purchase and Extreme reserves the right to charge for any costs incurred with performance of services affected by any of the following factors below.

- Extreme Networks is not required to provide any services for problems arising out of: (i) Company'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, fire, flood, water, wind, lightning or other acts of God, 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 and consumable items.

- Extreme Networks 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 then-current rates for special technical services and on Extreme Networks then-current terms and conditions for such services, subject to acceptance by Extreme Networks.
- Extreme Networks will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Extreme Networks published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Service availability is subject to geographical limitations, as advised by Extreme Networks upon request. Extreme Networks will have no obligation to meet the response times outlined in the Appendix A if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Extreme Networks advised geographical limitations, Extreme Networks will be required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a request from the customer.
- Services such as upgrades to hardware are excluded from the scope of this SDD and should be ordered separately.
- Labor charges for reinstalling the customer's system Operational Software (operational or application) or end user configuration software, other than what is provided in the customer's backup copy, are not included within the scope of this service. This is a separately charged and scheduled activity.
- This service does not include support and maintenance of any third party software or hardware not provided by Extreme Networks.
- This service offering and any subsequent service renewals are subject to the terms and conditions of Extreme Networks Product End of Life and Support Plan End of Life policy.
- New releases and upgrades for Application Software, or software releases, updates or upgrades otherwise out-of-scope as defined herein.
- Unless elsewhere agreed in writing between the customer and Extreme Networks in a separate contract, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

Appendix A

ExtremeWorks Advance Hardware Replacement Services Deliverables

Extreme Networks will make commercially reasonable efforts, at its expense (excluding any and all duties, taxes or government imposed fees if applicable) to see that the replacement hardware FRU arrives at the customer's designated location within the specified time period based upon the system's Response Service Level following completion of diagnostics and the assignment of an RMA Number. Extreme Networks will have no obligation to meet the response times outlined in the appropriate ExtremeWorks Service Description if the customer's site is outside the geographical zone of service availability. Extreme Networks is not responsible for any delays related to import/export or customs regulations or processes, or uncontrollable transportation issues including inability of the customer to allow the actual delivery of services. Delivery targets for RMA's including but not limited to oversized/heavy weight items may fall outside the posted SLA. A current list of Extreme authorized servicing depots that correspond to the defined ExtremeWorks services offerings, including expected delivery response, defined herein is available [here](#).

Next Business Day

Where Next Business Day Advanced Hardware Replacement Services is available, Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to deliver the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day delivery will be provided for RMA's approved after the time indicated.

Next Business Day delivery is generally available in these geographical locations:

- North America: United State and Canada
- EMEA: Most European Union Countries, Switzerland and South Africa
- LATAM: Argentina, Brazil, Columbia, Mexico
- APJC: Australia, China, India, Japan, Philippines

NOTE: Please check the Extreme Networks Service Availability Matrix for locations that may be excluded.

Where Next Business Day delivery of the part is not available, Advanced Hardware Replacement will ship on the same business day provided Extreme Networks processed the RMA relating to the defective product per the Advanced Exchange RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday in order to ship the replacement product to your site, otherwise Next Business Day shipment will be provided for RMA's processed after the time indicated. Estimated delivery times to country are available via the Extreme Networks [Service Availability Matrix](#).

4 Hour

4 Hour Advanced Hardware Replacement Service is only available to you within one hundred (100) miles (160 kilometers) of an Extreme Networks parts depot. All 4 Hour support contracts require customer site location pre approval from Extreme Networks before Extreme Networks will accept a purchase order for the applicable 4 Hour support plan.

Email 4houravailability@extremenetworks.com for confirmation of service delivery availability.

Extreme Networks provides parts at customer's designated location provided that Extreme Networks has validated a Hardware failure and a Return Material Authorization (RMA) number has been assigned. Four-Hour Advanced Hardware Replacement response is available twenty-four (24) hours per day, seven (7) days per week, including Extreme Networks observed holidays.

Please work with your regional service sales manager to determine coverage.

Appendix B

Case Severity and Escalation Guidelines

Extreme Networks will measure and categorize the case priority level of hardware/software problems reported by the customer based on the impact on the network and in accordance with the classification in the table below. If it is not clear which case priority level applies, then the case

priority level assigned by the customer will initially be used. However, if a problem clearly belongs in a given case priority level as defined below, then that level will be used. Notwithstanding the foregoing, case severity and level assignment will be determined in Extreme's sole discretion.

Case Priority	Response Time	Restore time (Software fix or workaround)	Update Frequency
C1: Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available	15 minutes	4 hours	Up to 4 hours
C2: Customer's network is experiencing intermittent failure or degradation of network or management application.	1 hour	1 day	Daily
C3: Customer has issues that do not affect normal network or management application operation and/or questions concerning product function or use.	8 hours	10 days	5 days
C4: Submission of a product enhancement /new feature request	Immediate Acknowledgment	N/A	N/A

If you do not believe that your support issue is being addressed to meet your business needs you may escalate your request by asking for the GTAC manager on duty.

Additional information on GTAC processes and procedures can be found at the Services tab from the Extreme Networks home page.

Support Life Cycle Communication Matrix

Notification Levels	C1 - Critical	C2 - High Priority	C3 - Medium Priority
Support Engineer	Immediate	Immediate	Immediate
GTAC Manager	Immediate	Immediate	10 days
Director, Global Technical Services	Immediate	48 hours	10 days
Vice President, Global Technical Services	2 hours	72 hours	20 days
Executive Management (CTO/EVP Eng)	4 hours	None	None



<http://www.extremenetworks.com/contact> / Phone +1-408-579-2800

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EXHIBIT B

INSURANCE REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<i>TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.</i>
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<i>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.</i>
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<i>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.</i>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by fax at: **972-450-7074** or **emailed to: aturner@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

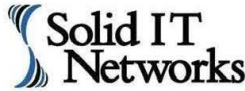
A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____
Company: _____
Printed Name: _____
Signature: _____ **Date:** _____

EXHIBIT C



Contact: Kim Grenier
Phone: 346-229-2435
Email: kgrenier@soliditnetworks.com
Web: http://www.solidit.com

PREPARED FOR: City Of Addison Zeis Chen 5350 Belt Line Addison, TX 75240 zchen@addisontx.gov	DATE 09/17/2020	NUMBER 017072	VER 1
	PROJECT Extreme Wired Upgrade DIR-TSO-4339		

Extreme Wired Upgrade

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
16179	Extreme Networks Summit X450-G2-48p-10GE4 Ethernet Switch - 48 Ports - Manageable - 3 Layer Supported - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty	\$8,050.00	\$1,210.64	26	\$31,476.64
97000-16179	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: 16179	\$1,512.00	\$682.17	26	\$17,736.42
10945	Extreme Networks Summit X460-G2 Fan Module FB - Front to Back Air Discharge Pattern	\$360.00	\$54.14	26	\$1,407.64
10951	Extreme Networks Summit 715W AC PSU FB - 715 W	\$1,092.00	\$164.23	52	\$8,539.96
10099	Extreme Networks Standard Power Cord - 120 V AC / 13 A - United States - 1	\$29.00	\$4.37	52	\$227.24
16190	Extreme Networks ExtremeXOS Advanced Edge - License - 1 Switch	\$1,031.00	\$154.98	7	\$1,084.86
97000-16190	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: 16190	\$606.00	\$273.41	7	\$1,913.87
10311	Extreme Networks Fiber Optic Cable - 16.40 ft Fiber Optic Network Cable for Network Device - First End: 1 x QSFP+ - Second End: 1 x QSFP+	\$305.00	\$45.87	4	\$183.48
X695-48Y-8C	Extreme Networks ExtremeSwitching X695-48Y-8C - Switch - L3 - managed - 48 x 1/10/25 Gigabit SFP28 + 8 x 10 Gigabit / 25 Gigabit / 40 Gigabit / 50 Gigabit / 100 Gigabit QSFP28 - rack-mountable with no PS, no fans	\$24,995.00	\$3,759.00	8	\$30,072.00
97004-X695-48Y-8C	Extreme Networks ExtremeWorks NBD Advanced Hardware Replacement - Extended service agreement - advance parts replacement - 2190 Days - shipment - response time: NBD - for P/N: X695-48Y-8C	\$9,870.00	\$4,453.05	8	\$35,624.40
EXOS-CORE-FP-X695	Extreme Networks ExtremeX695 Core Feature License	\$5,995.00	\$901.59	4	\$3,606.36
97000-EXOS-CORE-FP-X695	Extreme Networks ExtremeWorks Software and TAC - Technical support - phone consulting - 2190 Days - 24x7 - for P/N: EXOS-CORE-FP-X695	\$2,772.00	\$1,250.64	4	\$5,002.56
XN-FAN-001-F	Extreme Networks VSP/SLX Front to Back Fan - 1 Fan - Front to Back Air Discharge Pattern	\$225.00	\$33.84	48	\$1,624.32
XN-ACPWR-750W-F	Extreme Networks VSP/SLX 750W AC PSU Front to Back Airflow	\$1,495.00	\$224.84	16	\$3,597.44

1/3

Solid IT Networks, Inc. 16507 Hedgecroft, Ste 100 Houston, TX 77060



Contact: Kim Grenier
Phone: 346-229-2435
Email: kgrenier@soliditnetworks.com
Web: http://www.solidit.com

Extreme Wired Upgrade

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
10061	Extreme Networks Standard Power Cord - 110 V AC / 10 A	\$18.00	\$2.71	16	\$43.36
10411	Extreme Networks DAC QSFP28 Passive Optical Cable - 3.28 ft Fiber Optic Network Cable for Network Device, Switch - QSFP28 Network - QSFP28 Network - 100 Gbit/s	\$362.00	\$54.44	8	\$435.52
10301	Extreme Networks 10GBASE-SR SFP+ Module - 1 x 10GBase-SR	\$1,330.00	\$200.02	1	\$200.02
10304	Extreme Networks Network Cable - SFP Network - 3.28ft	\$148.00	\$22.26	24	\$534.24
XIQ-PIL-S-C-EW	Aerohive - XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device (2190 Days)	\$900.00	\$350.91	34	\$11,930.94
Extreme Wired Upgrade Subtotal					\$155,241.27

2 Days of Switch/Install Configuration

ITEM	DESCRIPTION	LIST	PRICE	QTY	TOTAL
SRV-SIT-NW-INSTALL	Network Installation - 2 Days of Switch/Install Configuration	\$4,000.00	\$3,200.00	1	\$3,200.00
2 Days of Switch/Install Configuration Subtotal					\$3,200.00

Quote Totals

SECTION	TOTAL
Extreme Wired Upgrade	\$155,241.27
2 Days of Switch/Install Configuration	\$3,200.00
Total	\$158,441.27

Additional Taxes or shipping charges may apply. Payments by credit card will be subject to an additional 4% processing fee. Manufacturer and Distribution warranty, cancellation, and return policies will apply. Please note that pricing data is updated frequently and may change without notice.
 Solid IT Networks, Inc. asserts the information submitted in connection with this quotation is confidential, and if released, may give advantage to a competitor, and therefore should not be disclosed to third parties. In addition, Solid IT asserts the information submitted contains internal proprietary methods in preparing the network configuration and implementation of the work and also may constitute trade secrets which should not be disclosed.

Signature _____ Date _____



Contact: Kim Grenier
Phone: 346-229-2435
Email: kgrenier@soliditnetworks.com
Web: <http://www.solidit.com>

 Note

Due to Covid-19 and pandemic circumstances, product availability and lead times may vary. Also, tariffs on products imported from certain foreign countries may be imposed in the future. This may result in higher list prices on affected SKUs. We will be working closely with our networking manufacturers to try to minimize the effect for our customers. Note that we do not have control over product availability, import issues or border delays and this may result in orders being received after tariffs are increased and hence additional costs. We recommend that orders be processed ASAP.