

Portal Terms and Conditions

NOTICE TO ALL USERS: PLEASE READ THESE TERMS AND CONDITIONS (THE "AGREEMENT") CAREFULLY. EXTREME RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME WITHOUT FURTHER NOTICE BUT WILL POST THE REVISED AGREEMENT ON EXTREME'S WEBSITE. YOUR CONTINUED USE OF THE WEBSITE AFTER ANY SUCH REVISIONS CONSTITUTES YOUR ACCEPTANCE OF THE NEW AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT OR ANY FUTURE REVISED AGREEMENT, DO NOT USE OR CONTINUE TO USE THE WEBSITE.

Portal Functionality:

Any benefits described in the partner portal are offered to partners at the sole discretion of Extreme and are subject to the terms and conditions of Extreme Partner Agreements and associated partner program guidelines. Certain partner portal features such as Deal Registration are restricted based on Partner Program eligibility and partner level. **Your ability to use certain functionality on this site does not convey any rights to participate in Extreme partner programs.**

Third Party Content Terms and Conditions:

When using this website, you may be redirected to third party tools or web sites. Third party tools and web sites are governed by the third party license terms and conditions of use. Extreme makes no representations or warranties, and assumes no liability, for third party tools and web sites.

Mutual Non-Disclosure Agreement Terms and Conditions:

Extreme Networks, Inc., and its affiliates ("Extreme") agrees to provide Confidential Information to you and receive Confidential Information from you pursuant to the following terms and conditions. If you do not accept these terms, do not receive from or disclose to Extreme Confidential Information.

Definition of Confidential Information. "Confidential Information" means any and all technical and non technical information of each of the parties, and includes, without limitation, each party's respective information concerning products, product roadmaps, business strategies and forecasts, research and development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, and sales and marketing plans. Confidential Information also includes proprietary or confidential information of any third party that may be disclosed to either party in the course of the other party's business. Confidential Information may be furnished in any tangible or intangible form including, but not limited to, writings, drawings, computer tapes and other electronic media, email, samples, and verbal communications. Any information disclosed by one party ("Discloser") to the other ("Recipient") will be considered Confidential Information only when (a) if provided as

information fixed in a tangible or electronic medium of expression, is conspicuously designated as "Confidential" or "Proprietary" or (b) if provided orally, would ordinarily be regarded as confidential in the course of business on account of the nature of the information or the circumstances of its disclosure.

Nondisclosure and Nonuse Obligation. Each of the parties agrees not to disseminate reverse-engineer or disclose any Confidential Information of the other party to any person or entity. Each of the parties agrees not to use any Confidential Information of the other party except to the extent necessary for internal evaluation of mutual business with the other party, and for any other purpose the other party may hereafter authorize in writing. Furthermore, neither party shall disclose the existence of this Agreement or any business discussions connected hereto to any form of public media without the prior written approval of the other party. Each of the parties agrees to treat all Confidential Information of the other party with the same degree of care as each party accords to its own Confidential Information, but in no case less than reasonable care. Each of the parties agrees to disclose Confidential Information of the other party only to those of its employees or contractors having a need to know such information, and certifies that its employees or contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information of the other party, to be bound by terms and conditions substantially similar to those terms and conditions applicable hereunder. Each of the parties shall immediately give notice to the other party of any unauthorized use or disclosure of the other party's Confidential Information. Each of the parties agrees to assist the other party in remedying any such unauthorized use or disclosure of Confidential Information.

Exclusions from Nondisclosure and Nonuse Obligations. The obligations under Section 2 of each of the parties with respect to any portion of the Confidential Information of the other party shall not apply to such portion that: (a) was in the public domain at or subsequent to the time such portion was communicated to Recipient by Discloser through no fault of Recipient, (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Recipient by Discloser, or (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser. A disclosure by each of the parties of Confidential Information of the other party either (x) in response to a valid order by a court or other governmental body, (y) otherwise required by law, or (z) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement by Recipient or a waiver of confidentiality for other purposes; provided, however, Recipient shall provide prompt prior written notice thereof to Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure.

Ownership. All Confidential Information of each of the parties and any Derivatives thereof (whether created by the Discloser or the Recipient) shall remain the property of Discloser, and no license or other rights to such Confidential Information or Derivatives (other than the rights expressly granted herein), express or implied, are granted hereunder, and the Recipient agrees to be so limited with respect to all Confidential Information received hereunder. For purposes of this Agreement, "Derivatives" means: (a) for copyrighable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and

(c) for material which is protected by trade secret, any new material derived from such existing trade secret material.

Independent Development. Each of the parties understands that the other party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the Confidential Information disclosed hereunder. Nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products or services, or have products or services developed for Recipient, that, without violation of this Agreement, compete with the products or systems contemplated by the Confidential Information disclosed by the other party.

Copies; Return of Confidential Information and Other Materials. Each party, as Recipient, agrees that it will make no copies of any Confidential Information received from the other party, as Discloser, without the Recipient having first obtained the written authorization for such copies from the Discloser. Upon request by the Discloser, and no later than five (5) days thereafter, all items of Confidential Information including all tangible and electronic media to the extent that such tangible media incorporate any of Discloser's Confidential Information, shall be returned to the Discloser, or destroyed, with the Recipient certifying the destruction thereof.

No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise.

No Export. Neither party shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

Term. This Agreement shall govern all communications between the parties that were made prior to or after the date hereof. Subject to the exclusions provided herein, the obligations of each party, as Recipient, with respect to each disclosure of Confidential Information during the term of this Agreement shall continue for a period of three (3) years following the date of such disclosure.

No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that Extreme me may assign this Agreement to an Affiliate or in connection with a merger, consolidation or conveyance of all or substantially all of its assets upon written notice to Company. The rights and obligations herein shall bind the parties, their legal representatives, successors, heirs and permitted assigns. "Affiliate" means an entity controlled by, under common control with or controlling, a party hereto.

Notices. Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be

sent to the addresses set forth above or to such other address as either party may specify in writing.

Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, without regarding to that body of law governing conflicts of law. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive.

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

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

Injunctive Relief. A breach by either party of any of the promises or agreements contained herein will result in irreparable and continuing damage to the other party for which there will be no adequate remedy at law, and such other party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

Use of Materials.

Extreme authorizes you to view, copy, and reproduce any of the Materials on this Web Site provided that you agree to and abide by the terms and conditions contained herein and in any separate agreement you enter into with Extreme. Please note that special rules, including applicable licensing terms may apply to the use of certain licensed software and other items provided on the Web Site. You should read such licensing terms as they are binding on you by virtue of your use of any such licensed software and other items.

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retain all copyright and other proprietary notices contained in the original Materials on any copy you make of the Materials. You may not sell or modify the Materials or reproduce, display, publicly perform, distribute, or otherwise use the Materials in any way for any public or commercial purpose unless otherwise stated. The use of the Materials on any other web site or in a networked computer environment for any purpose is prohibited. Nothing on this Web Site or any web site of Extreme or its affiliates shall be construed as conferring any license under any of Extreme, its affiliate's or any third party's intellectual property rights, whether by estoppel, implication, or otherwise. Extreme prohibits the use of any Extreme trademark, or any related graphic, as a "hot" link to any web site unless approved in writing by Extreme.

Indemnity.

You agree to defend, indemnify, and hold harmless Extreme, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Materials (including software) or your breach of the terms of this Agreement. Extreme shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

User Information.

Extreme may use the information it obtains relating to you, including your IP address, name, mailing address, email address, and use of the Web Site, for its internal business and marketing purposes and may disclose the information to third parties for such purposes, subject to the terms and conditions of its <http://www.extremenetworks.com/about-extreme/privacy-policy.aspx>