

Extreme Services Portal Terms of Use

By using Extreme's web-based technical support services portal ("Portal"), You agree to the following terms and conditions ("Terms of Use"), and to Extreme's Web Site Terms of Use <https://www.extremenetworks.com/company/legal/terms-of-use/>. Through the Portal, You may have access to various programs, software, web-based tools and other materials made available by Extreme now and in the future, including, but not limited to, product bulletins, white papers, and other technical publications, service requests that You have submitted, and software patches (collectively "Materials").

YOUR ONGOING ACCESS TO AND USE OF THE PORTAL AND MATERIALS CONTAINED THEREIN IS SUBJECT TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT ACCESS THE PORTAL AND DO NOT USE THE MATERIALS.

I. THE FOLLOWING TERMS APPLY TO ALL PORTAL USERS.

A. Limited Right of Access/Use.

1. Your access to use the Portal and Materials is conditioned upon Your status as either an End User purchaser of Extreme-branded products and services or an Extreme-authorized reseller. "End User" means a business entity who has purchased Extreme products and/or services for its own internal business use from either an Extreme-authorized reseller or directly from Extreme.
2. If you are an End User, You may use the Portal and Materials solely in connection with Your entitlement to obtain service support for Your Extreme products.
3. If You are an Extreme reseller, You may use the Portal and Materials solely in connection with Your authorization(s) from End Users to undertake certain actions on their behalf, as further described in Section II below.
4. Your download and use of any software made available through the Portal is subject to Extreme's End User License Agreement (EULA) set forth at <https://cloud.kapostcontent.net/pub/3cea3a27-431f-4d22-aff4-609b6dd6a6dc/end-user-license-agreement?kui=RWQrhDMFPO3mjYarjbrnDg>.

B. Your Responsibilities.

1. You agree that access to the Portal, including access to the service request function, will be granted only to your designated support contacts and that the Materials You obtain through the Portal may be used only in support of Your authorized use of the Extreme products for which You have a current service support contract.
2. Except as set forth in Section II- below, the Materials may not be used to provide services for or to third parties and may not be shared with or accessed by third parties, except for your agents or contractors acting on Your behalf.
3. Your access to the Portal is logged and You are responsible for all actions taken using Your credentials. You are also responsible for your agents and/or contractor's use of the Portal and for their compliance with these Terms of Use.
4. You agree that You will not download Materials from the Portal unless You reasonably believe that Materials will be used within ninety (90) days for support of Your authorized use of the Extreme products for which You have either a current

support contract. For example, You will not download Materials from the Portal in languages and for operating systems You do not use and do not reasonably believe You will use within 90 days.

5. You agree that You will not access or use the Portal in any manner that could damage, disable, overburden, impair, or otherwise result in unauthorized access to or interference with, the proper functioning of any Extreme accounts, systems, or networks. You further agree that when You access the Portal and the Materials, You will not:
- violate any applicable local, state, national or international law, or any regulations having the force of law;
 - access the Portal, delete, modify, or add Materials without Extreme's permission;
 - perform any other activities that may threaten the security of the Portal and Extreme's network system;
 - introduce malicious programs onto the Portal and its environments (i.e., viruses, worms, Trojan horses, e-mail bombs, etc.);
 - use access credentials to change the Portal configurations, content and Materials;
 - create or alter any other credentials;
 - reveal Your account password to others or allowing use of Your account by others; or
 - process data of which You are not expressly authorized to process; or circumvent User authentication or security of any host, network or account or any other security measures.

C. Consequences of Violation.

Extreme reserves the right to investigate any reported or suspected violations of these Terms of Use. Violations of these Terms of Use may lead to suspension or termination of the User's account or other legal action. Extreme may, in its sole discretion and with immediate effect, take all necessary measures, including, but not limited to:

- remove or prohibit access to content that violates these Terms of Use;
- disclose relevant information to law enforcement authorities or regulatory agencies as Extreme reasonably believes is necessary or appropriate; and
- take other measures to protect Extreme's and its customers' information and the security of the Portal.

In addition, the User may be required to pay for the costs of investigation and remedial action related to a violation of these Terms of Use. Extreme reserves the right to take any other remedial actions it sees fit.

D. Ownership.

The copyright and ownership interests in all Materials are held by Extreme and protected by U.S. laws and international treaty provisions. You agree not to use, copy, republish, frame, post, transfer, display, perform, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Materials, except as expressly allowed herein. Unauthorized use of any Materials may violate copyright laws, trademark laws, the laws of privacy and publicity, communications regulations and statutes or other applicable laws, rules or regulations, and may subject You to civil liability and/or criminal penalties.

E. WARRANTY DISCLAIMER.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED IN THE SUPPORT PORTAL, INCLUDING THE MATERIALS, ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, TITLE, AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT WITH RESPECT TO THE MATERIALS OR ANY SERVICES RELATED TO THE MATERIALS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL EXTREME OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE PORTAL OR ANY OTHER HYPERLINKED WEB SITE.

NOTWITHSTANDING THE FOREGOING, EXTREME'S RESPONSES TO SERVICE REQUESTS AND ANY PROGRAM UPDATES DISTRIBUTED THROUGH THE PORTAL ARE SUBJECT TO THE RELEVANT WARRANTIES AND EXCLUSIVE REMEDIES STATED IN THE AGREEMENT BETWEEN YOU AND EXTREME.

EXTREME RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE PORTAL, THE MATERIALS AND/OR THE PRODUCTS OR PROGRAMS DESCRIBED IN THE PORTAL AT ANY TIME WITHOUT NOTICE.

F. Hyperlinks; Third Party Content Terms and Conditions.

The Portal may contain hyperlinks 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 Is not responsible for, does not endorse, and makes no representations or warranties, and assumes no liability, for third party tools and web sites.

G. Confidentiality.

Except for information in web sites controlled by third parties that are accessible via hyperlinks from the Portal, the information contained in the Materials is the confidential, and proprietary information of Extreme. You may not use, disclose, reproduce, transmit or

otherwise copy in any form or by any means the information contained in the Materials for any purpose, other than to support your authorized use of the Extreme product and/or cloud services, for which you have a current support contract, without Extreme's prior written permission. Extreme will take reasonable measures to keep third parties from obtaining unauthorized access to service requests that you submit under the Portal; however Extreme does not guarantee that third parties will not have access to any information, comments, feedback, or materials that you submit to Extreme through or in association with the Portal.

H. Privacy Policy.

Extreme may use the information it obtains relating to You, including Your IP address, name, mailing address, email address, and use of the Portal in accordance with Extreme's privacy and cookies policy at <http://www.extremenetworks.com/company/legal/privacy/>.

I. Export Compliance.

Export laws and regulations of the United States any other relevant local export laws and regulations apply to the Materials. You agree that such export laws govern your use of the Materials, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that none of the Materials obtained through your use of the Portal (or direct product thereof), will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws, including, without limitation, nuclear, chemical or biological weapons proliferation, or development of missile technology.

J. Changes; Right to Revoke/Monitor Access; Governing Law.

1. The contents of the Materials are subject to frequent change without notice. These Terms of Use may also change without notice, and you agree to abide by the Terms of Use in effect each time that you access the Portal.
2. Extreme retains the right to revoke access to the Materials at any time for any reason, and access to the Portal may be monitored by Extreme.
3. **Governing Law.** These Terms of Use are governed by the laws of the State of California, without respect to its conflict of law principles. Any action in connection with the Portal will be brought only in state or federal courts located in Santa Clara County, California, U.S.A., and You and Extreme each waive any objection to personal jurisdiction of and venue in such courts.

II. ADDITIONAL TERMS APPLICABLE TO EXTREME RESELLERS.

The following terms apply to Extreme resellers who access and use the Portal/Materials on behalf of an End User:

By using the Portal, the reseller acknowledges that it is *expressly* authorized by the End User to act on behalf of the End User, in connection with the reseller accessing the End User's Service Record on the Portal (which records include, but are not limited to, information regarding the End User's service entitlements, activations and licensing records), and undertaking certain actions related to service entitlements for the End User.

Upon Extreme's written request, Reseller shall promptly provide written confirmation to Extreme that it is authorized to act on behalf of the End User. Extreme may terminate a

reseller's access to an End User's Service Records during the time when Extreme is seeking such confirmation from the End User.

Extreme also reserves the right to directly contact the End User to confirm that a reseller is authorized by an End User to act on the End User's behalf. A reseller's access to an End User's Service Record will end immediately in any case when the End User indicates to Extreme that the reseller is not authorized to access to End User's Service Record or if reseller has violated these Terms of Use.

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