

ExtremeWorks[®] Software Subscription

Service: ExtremeWorks Software Subscription

Version: 1.2

Date: July 2018

Availability: Global

Order Code: 97003

1.0 Service Overview

Extreme Networks Software Subscription 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 Application Software.

2.0 Service Levels

ExtremeWorks Software Subscription support has the following Services Order Code:

# Managed Devices	Service Levels
97003	Software Subscripti

*Diagnosis and troubleshooting required to identify the faulty Field Replaceable Unit (“FRU”) to be replaced must be completed prior to requesting the replacement FRU.

3.0 Availability

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

4.0 Deliverables

ExtremeWorks Software Subscription 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 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.

NOTE: Support for Operational Software products, including subscription to include entitlement to major and minor releases of the Operational Software products, if available, are not included with the ExtremeWorks Software Subscription services. Subscription and 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.

- **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 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.

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 and 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 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 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.

7.0 Assumptions

The following assumptions govern the delivery of ExtremeWorks Software Subscription:

- 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 non-conformance 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.
- 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.

8.0 Exclusions

The following are completely out of the scope of ExtremeWorks Software Subscription 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 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 or 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 a 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 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.
- 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.

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



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