



Extreme Networks NlaaS Quote

Quote provided contingent upon review and acceptance of standard Extreme Networks NlaaS Agreement or Schedule

Created for: City of Everett (WA)
Quote Date: January 15, 2025
Expiration Date: February 15, 2025

To: City of Everett (WA)

From: Kelly Meltzer
e-mail: kmeltzer@extremenetworks.com
Tel: 510-727-9016

cc: Maya Clark

From: Neal Harron
e-mail: nharron@extremenetworks.com

Quote Number: EXT-5859062629
Invoicing: Monthly
Advance or Arrears: Arrears

Term / Months: 84

Number of Ports: 4,449
Price Per-Port, Per-Month: \$ 6.21

Monthly Payment: \$ 22,106.18 80% Port Utilization
\$ 27,632.73 100% Port Utilization

Professional Services (Non Taxable)
36 Monthly Payments: \$ 9,884.11 Per Month in Addition to Per-Port Utilization (Non Taxable)

Shipping & Delivery Charges: Included in the monthly payment quoted above

Payment Includes: Whether you have your sights set on a predictable, consistent budget for your infrastructure or you're focused on shifting to a as-a-service model, Network Infrastructure as a Service gives you the flexibility you need to make your network a priority. Our NlaaS offering allows you to receive the necessary support services with one simple monthly fee.

Benefits of NIAAS:

- Predictable, flexible monthly budget
- Planning and implementation
- Support

Additional Terms:

- All NIAAS Quotes are subject to Extreme credit review and approval
- All customers must have fully executed a NIAAS Agreement prior to shipment

Errors and Omissions: Subject to the terms of this quote, neither party hereto shall be prejudiced in any way by inadvertent errors or omissions made by such party in connection with this quote provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an inadvertent error or omission by either party hereto, appropriate adjustments shall be made as soon as practicable.

ECOA NOTICE: If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Extreme Networks at the above address within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, natural origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

Date

NETWORKINFRASTRUCTURE ASA SERVICE – SUBSCRIBER TERMS OF USE

These Network Infrastructure as a Service - Subscriber Terms of Use, including any appendices hereto ("Terms of Use") are made as of the date last signed below (the "Effective Date"), by and between Extreme Networks, Inc., with a place of business at 6480 Via del Oro, San Jose, California 95119 ("Extreme"), and City of Everett, with its principal place of business at 2930 Wetmore Avenue, Everett, WA 98201, USA ("Subscriber"), and shall serve to describe the Parties' rights and responsibilities related to Subscriber's use of Extreme Technology pursuant to a Network Infrastructure as a Service ("NlaaS") subscription. Capitalized terms used herein shall be as defined in the body of these Terms of Use, or as set forth in Appendix A ("Definitions") hereto. Extreme and Subscriber may be referred to individually as "Party" or collectively as "Parties" herein.

These Terms of Use, solely between Extreme and Subscriber, set forth the Parties' agreement regarding Subscriber's access to, use and management of Extreme Technology provided as part of the NlaaS Subscription and NlaaS Services purchased by Subscriber. By signature below, each Party represents it has the authority to bind itself to these Terms of Use and hereby agrees to same.

1. Scope. NlaaS Services are services provided by Extreme to its Subscribers which make capacity available for use on an as-needed basis, or "on demand," and paid for on a "pay-per-use" basis, as more fully set forth in Appendix B hereto. The NlaaS Services give Subscriber the ability to enhance efficiency and to streamline its costs, capacity allocation, and budget and procurement processes. These Terms of Use govern the provision by Extreme of NlaaS Services to Subscriber. NlaaS Services apply only to Extreme Technology located at the Premises identified in Appendix B and executed in connection with these Terms of Use; equipment which Subscriber owns or leases (from any source whatsoever) and which is not expressly supplied by Extreme under these Terms of Use is not covered.

2. Reporting of Usage.

a. Extreme's management software product(s) (hereinafter, "Monitoring Software") may be used to track the usage of the Extreme Technology. Extreme will determine Subscriber's usage by reviewing a monthly report, to be generated by Subscriber, using the Monitoring Software, or as otherwise agreed between the parties ("Usage Report"). The results of such Usage Reports will be binding upon Subscriber absent manifest error.

b. Should Monitoring Software be required as a condition to use, Subscriber is required to use Monitoring Software, and agrees to keep Monitoring Software fully operational during the Term. Subscriber may not disable, block, modify or otherwise interfere with Monitoring Software.

c. If Monitoring Software fails to function due to Subscriber interference or conflict with third party products, Subscriber will remove the interference or the conflicting products. If Subscriber fails to remove such interference or conflicting products within seven (7) days of notice by Extreme of such failure, or if Monitoring Software is unavailable resulting from the acts or omissions of Subscriber for more than one (1) calendar month, Subscriber will be invoiced based on one hundred percent (100%) Subscriber Usage for the previous billing cycle until Monitoring Software operation is restored.

3. Orders, Price & Payment, Taxes and Shipping.

a. **Orders.** Subscriber shall submit a purchase order for the NlaaS Subscription described in Appendix B to these Terms of Use. Extreme reserves the right to reject any order that is not accurate, in which case Subscriber will issue a new purchase order with correct information regarding the NlaaS Subscription. The terms and conditions of these Terms of Use will apply to any and all purchase orders submitted by Subscriber. Any different or additional terms on Subscriber's purchase orders are null and void.

b. **Price & Payment.** The price for the NlaaS Subscription will be as set forth in Appendix B and is based on a Minimum Port Count usage per month, as well as usage above and beyond the Minimum Port Count usage for any given month in the NlaaS Subscription Term. Payments will commence no later than ninety (90) days after the Extreme Technology has been delivered to the Premises. All payments will be due within thirty (30) days after the date of Extreme's invoice. Invoices for the NlaaS Subscription will be issued as set forth in Appendix B. All payments will be made in United States dollars by check, irrevocable letter of credit, wire transfer or other means satisfactory to Extreme. All sums not paid when due will accrue interest daily at the lesser of an annual rate of eighteen percent (18%) or the highest rate permissible by applicable law on the unpaid balance until paid in full. Extreme reserves the right, at any time and in its sole discretion, to modify the payment or credit terms or to terminate any credit extended to Distributor. Shipments, deliveries, and performance of work will at all times be subject to the approval of Extreme's credit department.

c. **Taxes.** The price in Appendix B does not include, and Subscriber will pay, indemnify, and hold Extreme harmless from, any and all applicable sales, use, excise, import or export, value added or similar tax that is not based on Extreme's net income or any duty, fee or charge (collectively the "Taxes") and any penalties or interest associated with any of the Taxes, imposed by any governmental authority with respect to any payment to be made by Subscriber to Extreme under these Terms of Use. From time to time, Subscriber will be responsible to withhold any and all required withholding tax amounts as applicable based on its purchases from Extreme. Subscriber will remit to Extreme the amounts owed for the NlaaS Subscription, as appropriate, and pay the proper taxing authority the withholding tax as required. Subscriber shall issue the certificate of withholding tax to Extreme as soon as practically available following payment. The certificate shall disclose the amounts paid, Taxes withheld and the same having been deposited with the tax authorities. If the certificate is not issued to Extreme within a reasonable time-frame, Subscriber will immediately make payment to Extreme an amount equal to the amount withheld for tax.

d. **Shipments, Risk of Loss & Title.** All shipments within the United States shall be FOB Destination (Subscriber's directed place of shipment). Subscriber shall identify mode of shipment and freight carrier on its purchase orders to Extreme. Risk of loss or damage to Extreme Technology will pass to Subscriber upon delivery to the first carrier. Title to the Extreme Technology remains with Extreme and shall not pass to Subscriber. Subscriber will pay all costs, including, without limitation, costs of transportation, insurance, export and import fees, customs brokerage expenses and similar charges in accordance with the FOB Destination terms. Subscriber, at its expense, will make and negotiate any claims against any carrier, insurer, customs broker, freight forwarder or customs collector.

4. Software.

a. Subscriber acknowledges and agrees that:

(i) unless otherwise specified by Extreme, all Extreme software will be furnished to Subscriber in connection with the NlaaS Services by Extreme pursuant to the terms stated in Extreme's standard End User Software License Agreement in effect as of the Effective Date and found at <https://cloud.kapostcontent.net/pub/3cea3a27-431f-4d22-aff4-609b6dd6a6dc/end-user-license-agreement?kui=RWQrhDMFPQ3mjYarjbrnDg>;

(ii) Software which is supplied by a third-party licensor may be furnished to Subscriber under a separate license with such licensor, and Subscriber is or will be the licensee of such third-party software directly from the licensor; and

(iii) these Terms of Use do not convey any explicit or implicit license for the use of the Extreme software or other intellectual property relating to the Extreme Technology.

b. Subscriber will not waive the performance of, or amend, modify or otherwise alter any term or condition of any applicable license agreement.

5. Access to Extreme Technology.

a. Extreme retains the sole and complete discretion to determine the appropriate Extreme Technology to be deployed at an identified Premise. Such Extreme discretion includes, without limitation, the rights:

- (i) to select and substitute Extreme products;
- (ii) to refresh one or more items of Extreme Technology with new technology when deemed appropriate;
- (iii) to adjust the capacity of the Extreme Technology to meet variations in Subscriber's current and projected utilization; and
- (iv) to modify Extreme Technology in order to meet the requirements of these Terms of Use.

b. Extreme has the right to inspect and perform maintenance, repair, replacement, inspection, monitoring, identification or repossession, as permitted herein, of the Extreme Technology and performance of the NlaaS Subscriptions from time to time, as may reasonably be determined is necessary by Extreme. Extreme also has the right to access the Extreme Technology as necessary to obtain usage report information and documentation, and provide purchased Support Services, at any reasonable time. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXTREME SHALL NOT BE LIABLE FOR ANY LOSS, DELAY, DOWNTIME OR UNAVAILABILITY OF DATA ASSOCIATED WITH EXTREME'S INABILITY TO ACCESS THE EXTREME TECHNOLOGY DUE TO SUBSCRIBER'S SECURITY PROCEDURES OR FAILURE TO COMPLY WITH THIS PROVISION.

c. Subscriber may not relocate the Extreme Technology from the installation address originally identified by Subscriber to Extreme, unless otherwise permitted in writing by Extreme, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Extreme shall not be liable for any loss, delay, downtime, unavailability of data or Extreme's inability to fully perform the NlaaS Services associated with Subscriber's move or relocation of the Extreme Technology, including any required inspection or services determined necessary by Extreme to continue to provide the NlaaS Services. Any such inspection or services shall be at Subscriber's expense, charged at Extreme's then-current applicable time and materials rates.

d. Subscriber assumes and will bear the entire risk of loss and damage to the Extreme Technology from any cause whatsoever.

e. If the Extreme Technology, or any part thereof, is lost, stolen, destroyed or damaged beyond repair for any cause whatsoever, or becomes the subject of condemnation, confiscation, seizure or requisition of title to or use of the same, Subscriber must immediately notify Extreme of such loss and, at the option of Extreme, Subscriber must either:

- (i) replace the Extreme Technology within thirty (30) days with replacement Extreme Technology having, in the sole discretion of Extreme, the same or greater value, utility and remaining useful economic life as the Extreme Technology so replaced, and the replacement Extreme Technology will immediately, and without further act, become Extreme Technology owned by Extreme, and fully subject to these Terms of Use; or
- (ii) pay to Extreme, within thirty (30) days of invoice date, the full replacement value with respect to such lost Extreme Technology, as determined by Extreme's standard price list, subject to any applicable discounts.

6. Technology Refresh. Subscriber may elect to refresh the Extreme Technology one time during the NlaaS Subscription Term, defined in Exhibit B. In the event that Subscriber obtains a Refresh, Extreme will ship the agreed-upon Refresh Extreme Technology to Subscriber in the same or similar manner in which the original Extreme Technology was delivered. Subscriber will pay the transportation charges (including taxes, duties and customs) for the Refresh Extreme Technology. Within thirty (30) days of delivery of the Refresh Extreme Technology to Subscriber, Subscriber shall return the entire contents of the replaced

Extreme Technology to a receiving point designated by Extreme. Subscriber will package and mark the Extreme Technology as instructed by Extreme. If the Extreme Technology is not in the appropriate cartons with the appropriate markings, the returned Extreme Technology will be rejected by Extreme and returned to Subscriber via collect freight. In such case, Subscriber will pay to Extreme the full replacement value with respect to the Refresh Extreme Technology at an amount as determined by Extreme's standard price list, subject to any applicable discounts. Refresh Extreme Technology may be new or refurbished.

7. Payment Obligations & Termination. Subscriber hereby represents they understand and agree that the subscription fees are non-refundable and that the NlaaS Subscription, NlaaS Services and associated payment obligations are non-cancellable. Extreme may terminate the NlaaS Subscription prior to the end of the NlaaS Subscription Term in the event (i) of Subscriber's material breach of these Terms of Use and failure to cure within thirty (30) days of receipt of written notice from Extreme; or (ii) Subscriber has become insolvent or filed for bankruptcy, or Extreme reasonably believes such events will occur. Subscriber shall not be relieved of its obligation to pay for the full NlaaS Subscription Term in the event of such termination.

8. Maintenance of Premises. Subscriber will maintain the Premises and any other location where Extreme Technology may be located in a safe and secure manner, in accordance with recommended laws and regulations, industry standards and conditions, and in a manner as required by the specifications accompanying the Extreme Technology and/or as may be advised by Extreme. Subscriber will also provide Extreme and its authorized agents, sub-contractors, suppliers and agents with a safe place to work as needed. Such requirements include but are not limited to ensuring use of the appropriate power requirements, data communications equipment, network and/or using cabling. Subscriber shall not remove or alter any asset tag or label affixed to Extreme Technology. Subscriber may not reconfigure, modify, add to or impair any portion (that is, Hardware or Software) of the Extreme Technology, whether with third party products or otherwise except as expressly permitted in this Agreement or as mutually agreed in writing by the parties. Further, Subscriber will not, and will not permit others to, relocate to another geographic area (including relocation of the Extreme Technology outside of the U.S), attempt to repair, or otherwise tamper with any NlaaS Subscriptions and/or Extreme Technology without the prior written consent of Extreme. If Subscriber wishes to relocate Extreme Technology, Subscriber shall provide thirty (30) day prior written notification to Extreme and, upon approval by Extreme, follow the requirements otherwise set forth in these Terms of Use. Relocation may only occur within the country of original delivery.

9. Contact Information. Subscriber will provide Extreme with current and accurate information for Subscriber's Designated Representative and any other contact necessary for access to Premises.

10. Extreme's Access to Secure Information Systems and Data. Subscriber will be solely responsible for the content of all information that Subscriber stores or transfers via the NlaaS Subscriptions, for backing up and maintaining copies of all its data and for the removal of any confidential, proprietary, or personal information on Extreme Technology. Extreme is not responsible for managing Subscriber's network environment. Subscriber will be solely responsible for the management of its systems administration, data back-up, data recovery, and disaster recovery measures. Extreme will not be responsible or held liable for Subscriber's internal processes and procedures to ensure the management, administration, protection, loss, confidentiality, or security of Subscriber data or information. Subscriber represents it will at no time provide Extreme with access to personally identifiable information of any kind stored in the Extreme Technology.

11. Return of the Extreme Technology.

a. Upon expiration or termination of the NlaaS Subscription Term, the Subscriber shall provide Extreme immediate and unfettered access to the Extreme Technology. Upon termination or expiration of the NlaaS Subscription Term, these Terms of Use will terminate in conjunction with such termination or expiration, without notice from Extreme. Subscriber must make available to Extreme, upon demand at a date and time as determined by Extreme, the Extreme Technology for purposes of Extreme, or its agent, accessing and repossessing the Extreme-owned Extreme Technology. If Subscriber fails to make available the Extreme Technology, Extreme may take any and all actions reasonably necessary to obtain possession of the Extreme

Technology.

b. Upon termination or expiration of the NlaaS Subscription, Subscriber will destroy all copies of all Software provided with the Extreme Technology and deliver to Extreme a certificate of an authorized officer of Subscriber to the effect that such destruction has occurred. Subscriber is responsible for removing all of Subscriber's confidential and/or proprietary information from the Products prior to return, and Extreme disclaims all liability for such removal or for the protection of any such information not removed by Subscriber.

12. Proprietary Rights. The Extreme Technology is the property of Extreme and no title, equity, ownership or right (including any license right) in or to the Extreme Technology in whole or in part shall pass to Subscriber, except as otherwise expressly provided for in these Terms of Use. Subscriber agrees that it may not pass any right or interest in the Extreme Technology to a third party and Subscriber shall ensure it takes necessary steps to protect Extreme's rights under these Terms of Use such that the Extreme Technology cannot be construed as a fixture nor shall it become a fixture on the Premises or any other location. Subscriber will not take any action that causes or purports to cause the imposition of any lien, claim, interest, right or encumbrance on Extreme Technology or otherwise transfer any right or interest in the Extreme Technology to a third party. Subscriber will immediately take all necessary action to remove any lien or encumbrance on the Extreme Technology (other than any lien or encumbrance in favor of or expressly approved by Extreme) and shall, at its sole expense, defend, indemnify and hold Extreme harmless from and against any claims, damages, costs, expenses, losses or the like relating to the protection and preservation of Extreme's rights, title and interest in the Extreme Technology.

13. Audit Rights. Extreme, or an agent designated by Extreme, shall have the right to perform an audit of Subscriber's use of the NlaaS Subscriptions during normal business hours. Subscriber agrees to cooperate with Extreme in such audit and to provide Extreme with all records reasonably related to Subscriber's use of the NlaaS Services. The audit will be limited to verification of Subscriber's compliance with the provisions of these Terms of Use and accuracy of usage reports.

14. Insurance. Subscriber shall obtain and maintain liability insurance and insurance against loss or damage to all Extreme Technology including, without limitation, loss by fire, flood (including extended coverage), theft and such other risks of loss as are customarily insured against on that type of Extreme Technology. Such insurance shall be in such amounts, in such form and with such insurers as are acceptable to Extreme, such acceptance not to be unreasonably withheld, and shall contain a requirement that no material modification or cancellation of coverage may occur unless thirty (30) days prior written notice thereof has been provided to Extreme. Subscriber shall cause its insurer to name Extreme as loss payees and additional insured, and within fifteen (15) days after Extreme's request, Subscriber shall cause its insurer to provide to Extreme a certificate evidencing such coverage.

15. Excluded Data. Subscriber acknowledges that any software and/or the NlaaS Services provided under these Terms of Use are not designed to offer functionality providing security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; and (3) ITAR (International Traffic in Arms Regulations) related data, (individually and collectively, "Excluded Data"). Subscriber hereby agrees that Subscriber is solely responsible for reviewing and ensuring its data that will be provided to Extreme (or to which Extreme will have access) does not contain Excluded Data.

16. LIMITATION OF LIABILITY. EXTREME'S LIABILITY FOR CLAIMS RELATED TO, OR ARISING OUT OF, THESE TERMS OF USE, THE SUBSCRIBER'S ORDER(S), OR THE NIAAS SERVICES, SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY SUBSCRIBER TO EXTREME FOR THE NIAAS SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL EITHER EXTREME OR SUBSCRIBER BE LIABLE FOR (I) INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES; (II) LOSS OR CORRUPTION OF DATA OR INTERRUPTED OR LOSS OF BUSINESS; OR (III) LOSS OF REVENUES, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS. THIS LIMITATION

OF LIABILITY APPLIES WHETHER THE CLAIMS ARE IN WARRANTY, CONTRACT, TORT, INFRINGEMENT, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS SECTION 16 LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

17. Subscriber's Representations and Warranties. Upon execution of these Terms of Use, and again as of the Effective Date, Subscriber warrants and represents to Extreme as follows:

- a. Subscriber's use of the NlaaS Services is for business purposes only, provided that to the extent applicable, the parties hereto agree that Subscriber's "business purposes" may include use of the Products for hosting services if agreed to by Extreme and reflected in Appendix B;
- b. Subscriber is a duly organized and validly existing partnership, limited liability company or corporation in good standing under the laws of the jurisdiction of its formation and in each jurisdiction in which the character of its properties or the nature of its business or the performance of its obligations under these Terms of Use requires such qualification;
- c. Subscriber has full power and authority and all necessary licenses and permits to enter into and perform all its obligations hereunder;
- d. Subscriber's execution and delivery of these Terms of Use and performance of its obligations hereunder have been duly authorized by all necessary corporate action on the part of Subscriber, and do not and will not result in the creation of any lien upon the Extreme Technology or any other property of Extreme.
- e. There are no actions, suits or proceedings pending or threatened against or affecting Subscriber or any property of Subscriber in any court, before any arbitrator of any kind or before or by any Governmental Body, which, if adversely determined, would materially and adversely affect the business, financial condition, assets, or operations of Subscriber, or adversely affect the ability of Subscriber to perform its obligations under any Contract; and

18. Extreme Warranties.

- a. Extreme warrants that, for the duration of the Term, the NlaaS Services will be provided to Subscriber in a professional, workmanlike manner ("workmanlike manner" means the way work is customarily done by other providers in the community) and in accordance with industry standards ("industry standards" means a practice, method, process or criteria adopted as convention by industry members, either through formal agreement or through emulation of best practices established by industry leaders).
- b. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES, IN WHICH CASE THIS SECTION 18(b) WILL NOT APPLY.
- c. EXTREME DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OR GREATER LIABILITY IN CONNECTION WITH THE INSTALLATION, SERVICING, MAINTENANCE, LICENSING OR USE OF EXTREME PRODUCTS WHILE PROVIDING THE NIAAS SERVICES UNDER ANY CONTRACT, AND EXTREME MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY BRANDED PRODUCTS SUPPLIED BY IT IN CONNECTION THEREWITH.

19. Confidentiality Obligations. In the event of the non-existence of a non-disclosure or other confidentiality agreement between the parties, the following language shall apply. Subscriber agrees that

Subscriber will not attempt, and Subscriber will use Subscriber's best efforts to prevent Subscriber's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate or create derivative works from the Products, in whole or in part. Subscriber will treat as confidential and will not use or disclose to third parties any information (i) obtained by violation of the foregoing sentence or (ii) identified as confidential information of Extreme (such as new Product information or business plans of Extreme). In addition, Subscriber may be exposed to certain information concerning the Products including, without limitation, releases, and other Product or business information obtained through Subscriber's Web access to Extreme's technical support services, which is Extreme's confidential and proprietary information (herein "Confidential Information"). Subscriber agrees that during and after the term of this Agreement, Subscriber may disclose the Confidential Information only to its employees as is reasonably necessary to perform under this Agreement. This Section shall not apply to Confidential Information after such information is made public by Extreme. Except as set forth herein or in a separate non-disclosure or HIPAA Business Associate agreement between Extreme and Subscriber, neither Extreme nor Subscriber has any obligation of confidentiality to the other.

20. Indemnification. Subscriber expressly agrees to defend, indemnify and hold harmless Extreme, its Affiliates, employees, officers, directors and contractors from any claims, losses, liabilities, expenses, costs, suits or damages, including reasonable legal fees, court costs, and claims of infringement (hereinafter referred to as the "Claims"), arising from or in connection with: (a) any claims of intellectual property infringement related to the Extreme Technology arising by or through Subscriber; (b) any claims of injury to persons, properties or the environment based on either strict liability in tort, negligence, breach of warranties or violations of any regulatory law or requirement; or (c) any failure of Subscriber to comply fully with all applicable laws.

21. Compliance with Laws. Each party shall comply with all applicable laws and regulations, including but not limited to those regarding export compliance and anti-bribery.

22. Miscellaneous.

a. Notices. Notices will be sent to the address set forth above, attention Legal Department, unless a party notifies the other party in writing of an alternative contact and address for notices. Any notices permitted or required under these Terms of Use will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail.

b. Assignment. These Terms of Use may not be assigned by Subscriber by operation of law or otherwise without the prior written approval of Extreme. Extreme's rights and obligations, in whole or in part, under these Terms of Use may be assigned or delegated by Extreme to any affiliated company or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of Extreme's assets. These Terms of Use shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

c. Force Majeure. Neither Extreme nor its Affiliates will be liable to Subscriber for any failure to perform due to, or alleged loss or damages resulting from the provision of NlaaS Services being delayed by, acts or omissions of Subscriber, acts of civil or military authority, governmental priorities, fire, floods, hurricanes, earthquakes, epidemics, quarantine, energy crises, strikes, labor trouble, terrorism, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Extreme or its Affiliates; nor shall Subscriber be liable to Extreme for any payments and fees for NlaaS Services not provided as a result of such causes (excepting acts or omissions of Subscriber).

d. Waiver; Severability. The waiver by either Party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of these Terms of Use shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms of Use unenforceable or invalid as a whole and,

in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

e. Injunctive Relief. It is expressly agreed that a violation of the EULA or Section 8 ("Proprietary Rights") of these Terms of Use could cause irreparable harm to Extreme and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, Extreme will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

f. Controlling Law; Venue. These Terms of Use shall be governed in all respects exclusively by the laws of the State of California and the United States of America without regard to conflicts of law principles. The United Nations Convention on the International Sale of Goods is hereby expressly excluded from application to these Terms of Use. All disputes arising under these Terms of Use shall be brought in Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose, as permitted by law, and Reseller consents to personal jurisdiction in such courts.

g. No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

h. Counterparts; Facsimile Signatures. These Terms of Use may be signed in multiple counterparts that together shall form a single agreement as if the parties had executed the same document. The parties agree that execution of these Terms of Use evidenced by facsimile signature constitutes due execution and delivery thereof and that a photocopy or facsimile copy of the executed Agreement will be binding on and admissible by the parties to the same extent as an executed original.

i. Entire Agreement. These Terms of Use (including appendices, if any) constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes, and its terms govern, all prior and all contemporaneous proposals, negotiations, commitments, understandings, agreements or other communications between the parties, oral or written, regarding such subject matter. Any prior agreements between Extreme and Subscriber covering the subject matter of these Terms of Use are hereby terminated.

j. Amendment. These Terms of Use may not be modified except by a subsequently dated written amendment signed on behalf of Extreme and Subscriber by their duly authorized representatives.

Therefore, the parties hereto have caused these Terms of Use to be executed by their duly authorized representatives on the date shown below.

EXTREME NETWORKS, INC.

By: 

Print Name: Rob Rosa

Title: Senior Vice President

Date: 01/29/2025

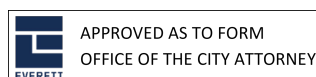
City of Everett

By: 

Print Name: Cassie Franklin

Title: Mayor

Date: 01/29/2025



Attest:



Appendix A Definitions

The following terms used in the Terms of Use have the meanings ascribed to them below:

"Designated Representative" means the person(s) duly authorized by each party who have the authority to take the actions referenced in any provision of these Terms of Use.

"Documentation" means Extreme's written documentation provided in connection with Extreme Technology that describes the functions and features of the Extreme Technology, including user guides and manuals, help files, frequently asked questions, information describing technical functionality and specifications, and related information that Extreme provides, generally, in connection with the Extreme Technology, whether in print, web based, or other electronic form, all as they may be updated from time to time. "Documentation" does not include marketing and promotional materials.

"Extreme Technology" means all Extreme products, replacement parts, software, Documentation, web sites, and any other technology, data or other information or content owned or licensed by Extreme and furnished or otherwise made available by Extreme or its agents, at Extreme's discretion, to Subscriber pursuant to a NlaaS Subscription and these Terms of Use.

"NlaaS Services" means the access to and use of the Extreme Technology on an "as-needed" or "on demand" basis, payable by Subscriber to Extreme either in advance or for the applicable Billing Cycle, as agreed upon between Subscriber and Extreme.

"NlaaS Subscription" means an order placed by Subscriber with Extreme for the provision of NlaaS Services. A NlaaS Subscription will include, without limitation, a description of the Extreme Technology and the NlaaS Service, additional support and respective pricing for each, ship to destination, bill to address, Premises address(es) and name (including contact information) of the Designated Representative and other contact name(s), if applicable.

"Premises" means the location where NlaaS Subscriptions(s) and/or Extreme Technology are used and/or installed, as identified in Appendix B to these Terms of Use.

"Refresh" or "Refreshed" means the process of replacing originally deployed equipment with newer technologies, protocols, and/or improved performance.

"Support Services" means technical support and maintenance services, identified by part number on Extreme's published price list and in Appendix B, provided with the NlaaS Services and as further described at Extreme's current website.

APPENDIX B

Subscriber's usage of the NlaaS Services will be determined based on Port usage. A "Port" is a connection point on a telecommunication device that is configured to process communication traffic. Each Port provides a user access to the NlaaS Service. The Usage Report provided by Subscriber will indicate the number of users who accessed a Port at any one time during the month for which the Usage Report is generated.

Notwithstanding anything else in the Terms of Use to the contrary, and notwithstanding Subscriber's actual monthly usage, Subscriber's monthly Usage Report will reflect not less than 3,559 Ports used each month. Additional monthly Port usage, above and beyond 3,559 Ports, will also be included if applicable.

Subscriber will provide the aggregated monthly Usage Reports to Extreme on a quarterly basis. Extreme will determine the applicable cost to Subscriber based on the Usage Report and will invoice Subscriber for such cost.

Notwithstanding anything to the contrary provided in the Agreement, if the End User does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement, the End User does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event") and provided the End User is not in default of any of its obligations under such Agreement as of the effect date of such termination, the End User may terminate such Agreement, effective as of the end of the End User's last-funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least thirty (30) days prior written notice of termination ("Termination Notice"). The End User's fiscal year commences on January 1st and ends on the next following December 31st.

Premises where Extreme Technology will be located:

Location	Address
Everett Municipal Building	2930 Wetmore Ave, Everett, WA 98201
College Station	Tower St, Everett, WA 98201
Everett Station	3201 Smith Ave, Everett, WA 98201
Everett Performing Arts Center	2710 Wetmore Ave, Everett, WA 98201
Fire Administration	2801 Oakes Ave, Everett, WA 98201
Fire Station 1	3619 Rucker Ave, Everett, WA 98201
Fire Station 2	2801 Lombard Ave, Everett, WA 98201
Fire Station 4	5920 Glenwood Ave, Everett, WA 98203
Fire Station 5	1600 Madison St, Everett, WA 98203
Fire Station 6	9520 Evergreen Way, Everett, WA 98204
Fire Station 7	11221 Silver Lake Rd, Everett, WA 98208
Evergreen Library	9512 Evergreen Way, Everett, WA 98204
Main Library	2702 Hoyt Ave, Everett, WA 98201
Municipal Court	3028 Wetmore Ave, Everett, WA 98201
Forest Park	4132 Federal Ave, Everett, Wa 98203
Kasch Park	8811 Airport Rd, Everett, WA 98204
Legion Park	144 W Marine View Dr, Everett, WA 98201

Walter Hall	1226 W Casino Rd, Everett, WA 98204
Police North Precinct	3002 Wetmore Ave, Everett, WA 98201
Police South Precinct	1121 SE Everett Mall Way, Everett, WA 98208
Service Center	3200 Cedar St, Everett, WA 98201
WFP (Water Filter Plant)	Lake Chaplain, Monroe Wa
WPCF (Water polution control facility)	4027 4th St SE, Everett, WA 98205
Animal Control	333 Smith Island Rd, Everett, WA 98201
Police Evidence	2722 Colby Ave Basement, Everett, WA 98201
Transit Administration	3225 Cedar Street, Everett, Wa 98201
Alt-TSG	3200 Cedar St Bldg 4, Everett, WA 98201
Bus Barn	3227 Cedar Street. Everett, Wa 98201
Facilities Shop	3127 Cedar Street. Everett, Wa 98201
Motor Vehicles Division	3200 Cedar St Bldg 2, Everett, WA 98201
Parks Administration	802 E Mukilteo Blvd bldg 229, Everett, WA 98203
Sewer Utility 4	3200 Cedar St Bldg 3 Everett, WA 98201

Schedule Terms	
NlaaS Subscription Term	84
Price Per Port	\$6.21
Minimum Port Count Usage per month (80% of the 100% total port count, which is 4,449)	3,559
Professional Services *Non Taxable	*36 Payments of \$9,884.11 added to Subscriber's first 36 monthly usage payments.

Extreme Technology & Support Services provided as part of the NlaaS Subscription:

EXT-5859062629

Marketing Part Number	Product	Quantity	Duration (Days)
100G-DACP-QSFP1M	100G Passive DAC QSFP28 1m	15	
10522	25Gb DAC SFP28-SFP28 5m	2	
10061	PWR CORD,NEMA,10A,NEMA 5-15P,C13,ST	180	
10106	PWR CORD,NEMA,10A,C14,C13,ST	1	
XN-ACPWR-920W	920W AC Power Supply	148	
XN-ACPWR-350W-FB	350W AC PSU FB	8	
XN-ACPWR-150W	150W AC Power Supply	2	
98004-5420M-16MW-32P-4YE	EWP Premier NBD AHR 5420M-16MW-32P-4YE	76	2555
98004-5520-24X	EWP PREMIER NBD AHR 5520-24X	2	2555
98004-5320-16P-4XE	EWP Premier NBD AHR 5320-16P-4XE	4	2555
98004-5320-24P-8XE	EWP Premier NBD AHR 5320-24P-8XE	2	2555
98004-4220-12P-4X	EWP Premier NBD AHR 4220-12P-4X	9	2555
98004-7520-48Y-8C-AC-F	EWP Premier NBD AHR 7520-48Y-8C-AC-F	2	2555
98000-7000-PRMR-LIC-P	EWP Premier TAC OS 7000-PRMR-LIC-P	2	2555
98004-5520-24T	EWP PREMIER NBD AHR 5520-24T	2	2555
98004-7520-48Y-8C-AC-F	EWP Premier NBD AHR 7520-48Y-8C-AC-F	4	2555
98004-5420M-48T-4YE	EWP Premier NBD AHR 5420M-48T-4YE	1	2555
98004-AP5010-WW	EWP Premier NBD AHR AP5010-WW	149	2555
5000-PRMR-LIC-P	Premier License for 5000 series switches	5	
7000-PRMR-LIC-P	Premier license for 7000 Series	2	
XIQ-PIL-S-C-EW	XIQ Pilot SaaS, EW SaaS Support	255	2555
XIQ-NAC-S-1K-EW	XIQ NAC SW Sub for 1K devices EW 1Y	3	2555
5420M-16MW-32P-4YE	5420M 16port MR 802.3bt 90w & 32 PoE+	76	
5520-24X	5520 24port Fiber Switch	2	
5320-16P-4XE	5320 16port PoE+ Switch	4	
5320-24P-8XE	5320 24port PoE+ Switch	2	
4220-12P-4X	4220 12 PORT POE+ SWITCH 12P-4X	9	
7520-48Y-8C-AC-F	7520-48Y with two AC PS, six F-B fans	6	
5520-24T	5520 24port Data Switch	2	
5420M-48T-4YE	5420M 48port Data Switch	1	

10301	SR SFP+ module	44	
10302	LR SFP+ module	14	
AP5010-WW	AP5010-WW	149	
98000-5000-PRMR-LIC	EWP PREMIER TAC OS 5000-PRMR-LIC	5	2555

EXT-00002776

Marketing Part Number	Product	Quantity	Duration (Days)
XSW-DC-S-S-EW-5Y	XSDWAN SUB FOR 1GBPS NBD EW 5Y	3	1825
XSW-BR-XS-S-EW-5Y	XSDWAN SUB FOR 250MBPS NBD EW 5Y	14	1825

EXT-R006350162

Product	Part #	Service Product Type	Service Part #	Contract Days
XSDWAN SUB FOR 250MBPS NBD EW REN	XSW-BR-XS-S-EW-R	XSDWAN SUB FOR 250MBPS NBD EW REN	XSW-BR-XS-S-EW-R	730
XSDWAN SUB FOR 1GBPS NBD EW REN	XSW-DC-S-S-EW-R	XSDWAN SUB FOR 1GBPS NBD EW REN	XSW-DC-S-S-EW-R	730












Extreme Networks NlaaS - SD

Final Audit Report

2025-01-30


Created:	2025-01-29
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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