



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 7

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1914629

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000015925

Legal Name: Software Information Resource Corp

Alias/DBA:

Total Bid: \$187,735.50

Response Date: 03/19/2026

Response Time: 11:58

Responded By User ID: govt@sirc.net

First Name: Ajay

Last Name: Gandhi

Email: govt@sirc.net

Phone: 2025362800

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2600000021

Published Date: 3/16/26

Close Date: 3/19/26

Close Time: 13:30

Status: Closed

Solicitation Description: One-time purchase of software licensing for the state's WAP

Total of Header Attachments: 7

Total of All Attachments: 7

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Extreme NetworksPlatform ONE Standard Networking AP Ma	450.00000	EA	417.190000	187735.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

3.1.1 Extreme NetworksPlatform ONE Standard Networking AP Management License, Manufacturer Part Number EP1-STD-TA-S-C-EW-3YR, or equal

  <p>730 24th ST NW, STE 3, Washington DC 20037-2500</p> <p style="color: red; text-align: center;">SIRC is a Women Owned Small Business</p> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">Price Quotation</p> <p style="text-align: center; color: red; font-weight: bold; font-size: 1.2em;">Non-Cancellable / Non-Refundable</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Date:</td><td>03/19/2026</td></tr> <tr><td>Quote No:</td><td>D26-J2797</td></tr> <tr><td>Quote Expires:</td><td>04/10/2026</td></tr> <tr><td>Shipping Point:</td><td>FOB DEST</td></tr> <tr><td>Terms:</td><td>Net 30</td></tr> <tr><td>Shipping Method:</td><td>ESD</td></tr> <tr><td>Pricing:</td><td>OPEN MARKET</td></tr> <tr><td>Lead Time:</td><td>1-2 weeks ARO</td></tr> <tr><td>Payment Method:</td><td>EFT</td></tr> <tr><td style="color: red;">Discount Terms:</td><td style="color: red;">NONE</td></tr> <tr><td>RFQ Number:</td><td>CRFQ-0231-OOT2600000021-1</td></tr> </table>	Date:	03/19/2026	Quote No:	D26-J2797	Quote Expires:	04/10/2026	Shipping Point:	FOB DEST	Terms:	Net 30	Shipping Method:	ESD	Pricing:	OPEN MARKET	Lead Time:	1-2 weeks ARO	Payment Method:	EFT	Discount Terms:	NONE	RFQ Number:	CRFQ-0231-OOT2600000021-1
Date:	03/19/2026																						
Quote No:	D26-J2797																						
Quote Expires:	04/10/2026																						
Shipping Point:	FOB DEST																						
Terms:	Net 30																						
Shipping Method:	ESD																						
Pricing:	OPEN MARKET																						
Lead Time:	1-2 weeks ARO																						
Payment Method:	EFT																						
Discount Terms:	NONE																						
RFQ Number:	CRFQ-0231-OOT2600000021-1																						

SIRC POC	POC Email	POC TEL	Cage Code	FEIN	DUNS	UEI	URL
Kat Simpao	kat.simpao@sirc.net	202-536-2800	1PQ53	54-1727076	93-826-5865	EJMMJHYDFH6	www.sirc.net

Customer Name	Ship To Customer
WV-OFFICE OF TECHNOLOGY ATTN: Toby Welch 2019 WASHINGTON ST E CHARLESTON WV 25305-0103 US Email: toby.l.welch@wv.gov Tel: (304) 558-8802	WV-OFFICE OF TECHNOLOGY ATTN: Toby Welch 1900 KANAWHA BLVD E BLDG 5, 10TH FLOOR CHARLESTON WV 25305 US Email: toby.l.welch@wv.gov Tel: (304) 558-8802

#	Item	Item Desc	OM GSA	Qty	U/M	Cost USD	Total USD
1	EP1-STD-TA-S-C-EW-3YR	EP1 Standard EW Support Tier A 3YR (TAA)	OM	450.00	EA	\$417.19	\$187,735.50
GRAND-TOTAL		Grand Total:					\$187,735.50

*** For better order processing, please reference D26-J2797 when issuing an Order to SIRC ***
 *** We cannot use your shipment account. Third-party shipment account will not be allowed ***

If it is requested that payment be made with a credit card, then the above pricing is subject to change and a processing fee will be added. Payment via Purchase Order and WAWF will incur no additional fee.

**** NOTE ****

No discounts will be provided for early payments.
 SIRC does not have an active Facility Clearance

Please note, any software provided in this quote is identified as Commercial Computer Software.

The pricing and discounts being provided in this quote is based off of a complete bill of materials. Any changes to the configuration may cause an overall adjustment to the discount structure. Please contact your sales rep listed on the quote if any configuration changes are needed.

All items are subject to availability. We will make our best efforts to inform you as soon as possible if the goods you have ordered are not available or if shipment may be delayed.

SIRC cannot honor the pricing if quoted item becomes End of Life (EOL)

SIRC CONFIDENTIAL. SIRC is a SBA certified Women-Owned Small Business (WOSB). This is Confidential Pricing.

All maintenance and support services on this quote are quoted as prepaid annual maintenance unless otherwise explicitly specified.

Manufacturer Terms and conditions apply except where specifically contradicted by the FAR Clauses.

If you are a commercial entity, applicable sales tax will be added to the Invoice, unless you provide a Sales Tax Exemption Certificate.

Tariff may be added depending on the policies issued by Federal Government. Please reach out to SIRC before awarding to verify the Tariff cost

Extreme will be 3-year upfront. And POP will start when invoiced

Please note that pricing, dates and availability are subject to change without notice.

This quotation, and any order placed in reference to this quotation, is governed by the Extreme Networks End User License Agreement & Product Warranty, which are **attached via separate documents**.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV25305-0130

**State of West Virginia
 Centralized Request for Quote
 Info Technology**

Proc Folder: 1914629	Reason for Modification:
Doc Description: One-time purchase of software licensing for the state's WAPs	
Proc Type: Central Contract - Fixed Amt	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-05	2026-03-19 13:30	CRFQ 0231 OOT2600000021	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: vs0000015

Vendor Name : Software Information Resource Corporation

Address:

Street: 730 24th St NW, Suite #3,
 City: Washington
 State: DC Country: USA Zip: 20037-2500

Principal Contact : Kat Simpao | kat.simpao@sirc.net

Vendor Contact Phone: 202-536-2800 Extension: 345

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Kat Simpao* FEIN# 54-1727076 DATE 18-MAR-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a one-time purchase for a quantity of four hundred and fifty (450) high-speed Wireless Access Points (WAP) plus licensing per the attached documents

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

SHIP TO

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EP1 Standard EW Support Tier A 3YR	450.00000	EA	\$408.25	\$183,712.50

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

3.1.1Extreme NetworksPlatform ONE Standard Networking AP Management License, Manufacturer Part Number EP1-STD-TA-S-C-EW-3YR, or equal

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-03-13

	Document Phase	Document Description	Page
OOT2600000021	Draft	One-time purchase of software licensing for the state's WAPs	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PRE-BID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Friday March 13, 2026 @ 3:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East Charleston, WV 25305
Fax:(304)558-3970
Email: Toby.L.Welch@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ OOT2600000021

BID OPENING DATE: THURSDAY MARCH 19,2026

BID OPENING TIME: 1:30 P.M.

FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax:304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: 3/19/26@ 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wvOASIS* can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor [wvOASIS](#) or the Purchasing Division's website to determine when a contract has been awarded.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) /CERTIFICATIONS/ PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules§ 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Kat Simpao | Inside Sales Representative
(Address) 730 24th St NW, Suite #3, Washington DC 20037-2500
(Phone Number) / (Fax Number) 202 536 2800 | 202 478 0155
(email address) kat.simpao@sirc.net

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Software Information Resource Corporation

(Company) Kat Simpao
(Signature of Authorized Representative) Kat Simpao | Inside Sales Representative
(Printed Name and Title of Authorized Representative) (Date) 202-536-2800 | 202 478 0155
(Phone Number) (Fax Number) kat.simpao@sirc.net
(Email Address) _____

REQUEST FOR QUOTATION
Wireless Access Points Licensing (OT26073)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the one time purchase of software licensing for the state's currently owned Extreme Networks IQ Cloud Platform.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item"** means license as more fully described by these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Extreme NetworksPlatform ONE Standard Networking AP Management License, Manufacturer Part Number EPI-STD-TA-S-C-EW-3YR, or equal**
 - 3.1.1.1 Vendor must provide a quantity of 450 licenses
 - 3.1.1.2 Licenses must be new and come with manufacturer warranty. Used or refurbished licenses will not be accepted.
 - 3.1.1.3 Vendor must provide technical support by phone, email, or chat during regular business hours, Monday – Friday, 9:00AM EST – 5:00PM EST.
 - 3.1.1.4 Licenses must allow Extreme Networks Wireless Access Points to be added to and managed by the States existing centralized management system ExtremeCloud IQ.
 - 3.1.1.5 A Vendor submitting on 'or equal' should submit documentation with its bid showing compatibility with the State's management system. This is preferred with bid, but must be submitted prior to award.

REQUEST FOR QUOTATION
Wireless Access Points Licensing (OT26073)

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Evaluation and Awarded Contract will be based upon the Total Price for all items requested.

4.2 Pricing Page: Vendor should complete the Pricing Page and submit it as part of the bid response. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

4.2.1 If the Vendor is submitting an Equivalent Brand, this information including Model Number must be submitted with their bid submission.

4.2.2 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

VENDORS WHO WISH TO RESPOND TO A CENTRALIZED REQUEST FOR QUOTATION (CRFQ) ONLINE MAY SUBMIT INFORMATION THROUGH THE STATE'S WVOASIS VENDOR SELF SERVICE (VSS). VENDORS SHOULD DOWNLOAD THE EXHIBIT "A": PRICING PAGE THAT IS ATTACHED SEPARATELY TO THE CRFQ AND PUBLISHED TO THE VSS. VENDORS MUST COMPLETE THIS FORM WITH THEIR PRICE INFORMATION AND INCLUDE IT AS AN ATTACHMENT TO THEIR ONLINE RESPONSE WITH AN ATTACHMENT TYPE OF "PRICING". THE PRICING PAGE ATTACHMENTS (PRICING) ARE THEN DOWNLOADED BY THE BUYER DURING THE SCHEDULED BID OPENING FOR BID EVALUATION.

IF UNABLE TO RESPOND ONLINE VENDOR MUST SUBMIT THE EXHIBIT "A" PROPOSAL FORM/PRICING PAGES.

REQUEST FOR QUOTATION
Wireless Access Points Licensing (OT26073)

***WITH YOUR BID PRIOR TO THE SCHEDULED BID
OPENING DATE.***

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 30 calendar days after receiving a purchase order. Contract Items must be delivered to Agency at:

West Virginia Office of Technology
ATTENTION: Nathan Cain

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Wireless Access Points Licensing (OT26073)

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8.



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1914629			Reason for Modification:
Doc Description: One-time purchase of software licensing for the state's WAPs			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-05	2026-03-19 13:30	CRFQ 0231 OOT2600000021	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: vs0000015
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24th St NW, Suite #3,
City : Washington
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Kat Simpao | kat.simpao@sirc.net
Vendor Contact Phone: 202 536 2800 **Extension:** 345

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Kat Simpao*

FEIN# 54-1727076

DATE 18-MAR-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a one-time purchase for a quantity of four hundred and fifty (450) high-speed Wireless Access Points (WAP) plus licensing per the attached documents

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EP1 Standard EW Support Tier	450.00000	EA	\$408.25	\$183,712

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

3.1.1Extreme NetworksPlatform ONE Standard Networking AP Management License, Manufacturer Part Number EP1-STD-TA-S-C-EW-3YR, or equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2026-03-13

	Document Phase	Document Description	Page
OOT260000021	Final	One-time purchase of software licensing for the state's WAPs	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1914629		Reason for Modification:	
Doc Description: One-time purchase of software licensing for the state's WAP		Addendum No 1 is issued to publish vendor questions with agency responses.	
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-16	2026-03-19 13:30	CRFQ 0231 OOT2600000021	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: vs000001592
Vendor Name : Software Information Resource Corporation
Address :
Street : 730 24th St NW, Suite #3,
City : Washington
State : DC **Country :** USA **Zip :** 20037-2500
Principal Contact : Kat Simpao | kat.simpao@sirc.net
Vendor Contact Phone: 202-536-2800 **Extension:** 345

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X *Kat Simpao*

FEIN# 54-1727076

DATE 18-MAR-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To publish a copy of vendor questions with the agency's responses.

---no other changes---

INVOICE TO | **SHIP TO**

DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EP1 Standard EW Support Tier A 3YR	450.00000	EA	\$408.25	\$183,712.50

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

3.1.1Extreme NetworksPlatform ONE Standard Networking AP Management License, Manufacturer Part Number EP1-STD-TA-S-C-EW-3YR, or equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2026-03-13

	Document Phase	Document Description	Page
OOT260000021	Final	One-time purchase of software licensing for the state's WAP	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1914629			Reason for Modification: Addendum No 1 is issued to publish vendor questions with agency responses.
Doc Description: One-time purchase of software licensing for the state's WAP			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-16	2026-03-19 13:30	CRFQ 0231 OOT2600000021	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON STE
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: vs00000159
 Vendor Name : Software Information Resource Corporation
 Address:
 Street: 730 24th St NW, Suite #3,
 City: Washington
 State: DC Country: USA Zip: 20037-2500
 Principal Contact : Kat Simpao | kat.simpao@sirc.net
 Vendor Contact Phone: 202-536-2800 Extension: 345

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor
 Signature X *Kat Simpao* FEIN# 54-1727076 DATE 28-MAR-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with the agency's responses.

---no other changes---

INVOICE TO	SHIP TO
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DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US
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Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:
 3.1.1Extreme NetworksPlatform ONE Standard Networking AP Management License, Manufacturer Part Number EP1-STD-TA-S-C-EW-3YR, or equal

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-03-13

SOLICITATION NUMBER: CRFQ OOT2600000021
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with the agency's response.

----no other changes----

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ OOT2600000021

One-Time Purchase of WAP software licensing

Q.1 Is this solicitation for AP management licensing only, or does it also include WAP hardware?

A: Licensing only. No WAPS

Q. 2 If licensing only: do the 450 units represent 1 license per existing AP?

A: Qty of 450 licenses that would support adding 450 Devices.

Q. 3 For MPN EPI-STD-TA-S-C-EW-3YR: please confirm term, entitlement metric (per AP/site/controller), and what is included.

A: We want a 3year term license. Not a single year for the entire qty.

Q.4 For “or equal”: what documentation is required to demonstrate equivalency?

A: Must be able to demonstrate that equivalent licenses will integrate with extreme platform one cloud system

Q.5 Is co-termination acceptable, or must each license be a full 3-year term from activation?

A: Yes, the entire block of licensing will be activated in our system and put into use.

Q.6 Please confirm delivery/activation method for the licenses and any required start date.

A: Licensing should be applied to the State of West Virginia extdreme account

Q.7 Are there any mandatory submission forms beyond the CRFQ form and attached documents?

A:NO

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ OOT26*021

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Software Information Resource Corporation

Company

Kat Simpaio

Authorized Signature

28-MAR-2026

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

End User License Agreement

This document is an agreement (“Agreement”) between You, the end user, and Extreme Networks, Inc., on behalf of itself and its Affiliates (“Extreme”) that sets forth Your rights and obligations with respect to the “Licensed Materials”. BY INSTALLING SOFTWARE AND/OR THE LICENSE KEY FOR THE SOFTWARE (“License Key”) (collectively, “Licensed Software”), IF APPLICABLE, COPYING, OR OTHERWISE USING THE LICENSED SOFTWARE AND/OR ANY OF THE LICENSED MATERIALS UNDER THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, WHICH INCLUDES THE LICENSE(S) AND THE LIMITATION(S) OF WARRANTY AND DISCLAIMER(S)/LIMITATION(S) OF LIABILITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, RETURN THE LICENSE KEY (IF APPLICABLE) TO EXTREME OR YOUR DEALER, IF ANY, OR DO NOT USE THE LICENSED SOFTWARE AND/OR LICENSED MATERIALS AND CONTACT EXTREME OR YOUR DEALER WITHIN TEN (10) DAYS FOLLOWING THE DATE OF RECEIPT TO ARRANGE FOR A REFUND.

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8. PROTECTION AND SECURITY. In the performance of this Agreement or in contemplation thereof, You and Your employees and agents may have access to private or confidential information owned or controlled by Extreme relating to the Licensed Materials supplied hereunder including, but not limited to, product specifications and schematics, and such information may contain proprietary details and disclosures. All information and data so acquired by You or Your employees or agents under this Agreement or in contemplation hereof shall be and shall remain Extreme's exclusive property, and You shall use all commercially reasonable efforts to keep, and have Your employees and agents keep, any and all such information and data confidential, and shall not copy, publish, or disclose it to others, without Extreme's prior written approval, and shall return, destroy or expunge such information and data to Extreme at its request. Nothing herein shall limit Your use or dissemination of information not actually derived from Extreme or of information which has been or subsequently is made public by Extreme, or a third party having authority to do so. You agree not to deliver or otherwise make available the Licensed Materials or any part thereof, including without limitation the object or source code (if provided) of the Licensed Software, to any party other than Extreme or its employees, except for purposes specifically related to Your use of the Licensed Materials on a single computer as expressly provided in this Agreement, without the prior written consent of Extreme. You acknowledge that the Licensed Materials contain valuable confidential information and trade secrets, and that unauthorized use, copying and/or disclosure thereof are harmful to Extreme, its Affiliates, and its and their suppliers.

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(c) You represent that You have full right and/or authorization to enter into this Agreement.

(d) This Agreement shall not be assignable by You without the express written consent of Extreme. The rights of Extreme and Your obligations under this Agreement shall inure to the benefit of Extreme's assignees, licensors, and licensees.

(e) Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

(f) The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.

(g) Extreme's waiver of any right shall not constitute waiver of that right in future.

(h) Should You have any questions regarding this Agreement, You may contact Extreme at the address set forth below. Any notice or other communication to be sent to Extreme must be mailed by certified mail to the following address:

Extreme Networks, Inc.
6480 Via Del Oro
San Jose, CA 95119 United States
ATTN: Legal Department

Extreme Networks Product Warranty

Additional Extreme Networks product warranty information may be found at: <http://www.extremenetworks.com/support/policies>

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Table 1 - Extreme Product Warranty Summary of Entitlements

Warranty	Duration of Warranty “Warranty Period”	Global Technical Assistance Center*	On-Line Support Portal	Software/Firmware Availability	Hardware Replacement ¹
1 Year Warranty	One Year	One Year	One Year	90 Days – Defective Software Media Replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
5 Year Warranty	Five Years	Five Years	Five Years	Two years for Base Operational Software(2) Updates	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty – 10 Business Day Ship	Product Lifetime (3)	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades(4) One Year for Advanced Software License Updates(5)	Advanced exchange replacement hardware is shipped within 10 business days
Limited Lifetime Warranty With Express Advanced Hardware Replacement(6)	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates(7)	Advanced exchange replacement hardware shipped next business day from RMA approval time
Limited Lifetime Warranty 15 Day Return To Factory Ship	Product Lifetime	Product Lifetime	Product Lifetime	One year for Base Operational Software Updates	Return and Replace – Hardware shipped within 15 business days of receipt of defective asset
Limited Lifetime Warranty With Express Advanced Hardware Replacement-2	Product Lifetime	Product Lifetime	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time
Software Warranty(8)	90 Days	90 Days	90 Days	90 Days	N/A
1 Month Warranty (WiNG)(8)	(1)Month for Hardware	90 Days	1 Month	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
3 Month Warranty (WiNG)(8)	3 Months	90 Days	3 Months	N/A	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
1 Year Warranty (WiNG)(8,10)	One Year	90 Days	1 Year	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset

Limited Lifetime Warranty(8)(WiNG)	Product Lifetime	90 Days	Product Lifetime	90 Days – Defective software media replacement	Return and Replace – Hardware shipped within 10 business days of receipt of defective asset
Limited Lifetime Warranty with Express Advanced Hardware Replacement-B(9)	Product Lifetime	Product Lifetime(9)	Product Lifetime	Product Lifetime for Base Operational Software Updates and Upgrades	Advanced exchange replacement hardware shipped next business day from RMA approval time

*8 AM to 5 PM (Monday to Friday) local End User's time.

- (1)Actual delivery times may vary depending on specific End User location.
- (2)Base Operational Software as defined by Extreme below.
- (3)Product Lifetime is as further defined and conditioned by Extreme below.
- (4)Updates and Upgrades are as further defined by Extreme below.
- (5)Advanced Software License and Advanced Software License Updates are as further defined by Extreme below.
- (6)Advanced exchange replacement hardware delivered next business day from RMA approval time for A2, B2/C2, B3/C3, G3 products in North America, Western Europe and Australia only. Advance Hardware Replacement as further defined and conditioned by Extreme below.
- (7)Sustaining/Maintenance update releases as defined by Extreme below.
- (8)This warranty is also applicable to the WLAN and ADSP products acquired from Zebra technologies by Extreme Networks. Provisions provided under the Extreme Warranty are continuations of the Zebra warranty provisions in place at the time of the acquisition.
- (9)Global Technical support provided via: Telephone, Online Support Portal and email for first 12 months, (from Warranty Start Date), Online Support Portal and email support for remainder of Warranty Period.
- (10)Product Lifetime for WLAN9100 Products is 3 years post end of sale date.

Product (Limited) Warranty

Hardware Product Warranty

Subject to the limitations and conditions set forth herein,Extreme warrants to the original purchasing End User that each unit of Extreme hardware products (“Hardware Products” or “Products”) will be free from defects in material and workmanship under normal use consistent with Extreme’s published written specifications for the Product at the time of shipment. Warranty Period is for the duration specified in Table 1 – Product Warranty, beginning from the date of shipment. Breach of warranty will be enforceable against Extreme only if written notice of such breach is received by Extreme within the applicable Warranty Period.

Software Product Warranty

Subject to the limitations and conditions set forth herein, Extreme warrants that commencing on the Warranty Start Date and continuing for a period of ninety (90) days: (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use and (b) the Software substantially conforms to the documentation. Except for the foregoing limited warranty, the Software is provided "AS IS". This limited warranty extends only to the Software purchased from an approved source by an End User who is the first registered end user. End User's sole and exclusive remedy and the entire liability of Extreme and its suppliers under this limited warranty will be (i) replacement of the defective media and/or (ii) at Extreme's sole option, repair or replacement of the Software subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Extreme within the warranty period. In no event does Extreme warrant that the Software is error free or that End User will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Extreme does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Remedies - In the event of a failure of any Product to comply with the foregoing warranty during the applicable warranty period, Extreme shall, at its sole option, repair or replace the Product (which may include a workaround) or refund the fees paid for such Product following return of such Product. The foregoing sets forth Customer's sole and exclusive remedies for breach of warranty.

To ensure timely receipt of Product Warranty entitlements as described herein, end-user customer must register your Extreme products. Product registration is required within 30 days after purchase to validate product warranty. Failure to do so may result in delays in receiving warranty support. Product warranty registration is available at:

<http://www.extremenetworks.com/support/productregistration>

To determine the applicable warranty for a particular product reference the Product Warranty Table.

To determine the applicable warranty for a particular product reference the Product Warranty Table.

Definitions Used in This Policy

Documentation – Extreme supplied or published then current technical documentation describing the features and functions of the associated Products.

Warranty Start Date – Used in this policy is from the date of shipment of the Product from Extreme, or in the case of resale by an Extreme authorized reseller, commencing not more than 90 days after shipment by Extreme.

Warranty Duration – Product Lifetime – Except where otherwise defined, a period of time commencing on the Warranty Start Date from Extreme (see below) and ending on five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy described at: <http://www.extremenetworks.com/support/policies/end-of-life-policy/>. For purposes of further clarity, end-of-sale dates are defined in the Extreme End of Life Policy. Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of-sale date.

Base Operational Software – Embedded software that is required to operate an Extreme-branded network device and is offered for sale as an inclusive component of such hardware network device product as further described in Extreme's published price list applicable to such hardware product ("Covered Product").

Feature Packs and Advanced Software Licenses – Defined as software enabled pursuant to authorized use of an Extreme-issued license key that enables certain optional embedded software features in an Extreme Networks network device and is offered for sale as an optional component of such hardware network device product as further described in Extreme Networks' published price list applicable to such hardware product ("Covered Product").

Advanced Software License Updates – Minor releases of Advanced Software Licenses that are optional embedded software features of Covered Products.

Application Software – Defined as software that is not required to operate a network device, such as management software or other standalone software. It is not an enhancement to the Base Operational Software and may reside on another network device.

Upgrade and Update Software / Firmware Release Schema – A.B.C.

- A = Major Release Number. Major software releases are upgrades.
- B = Minor / Sustaining Release Number. Minor / Sustaining releases are updates.
- C = Maintenance / Sustaining Release Number. Maintenance / Sustaining releases are updates.

Extreme Product Warranty Entitlements

Global Technical Assistance Center – Customer is entitled as part of this warranty to utilize Extreme warranty support line via email, Web form or telephone available from 8 AM to 5 PM (Monday to Friday) local End User's time for basic hardware and operational software troubleshooting assistance in connection with warranty claims, including RMA's (excluding installation, configuration and general networking troubleshooting).

On-Line Support Portal – Customer shall also have access to Extreme Customer Support Website by registering the Product and/or FRU at: <http://www.extremenetworks.com/support/product-registration/>, 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 RMAs.

Base Operational Software – Updates and Upgrades – Customer is entitled to receive any Base Operational Software or Base Operational Software upgrades/updates that Extreme may develop and generally release on Covered Products.

Base Operational Software: Updates – Customer is entitled to receive any Base Operational Software updates (i.e., sustaining and/or maintenance releases) that Extreme may develop and generally release on Covered Products.

Hardware Replacement: Advanced Exchange Next Business Day Ship – Extreme Networks must process the RMA relating to the defective product per the Advanced Exchange Warranty RMA Times section of the Extreme Networks Service Availability Matrix, Monday through Friday, in order to ship the replacement product to your site, by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided for RMA's processed after the time indicated.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of 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 Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: Return and Replace – Extreme will make commercially reasonable efforts, at its expense, to see the shipping of a repaired or replacement FRU (feature, function and fit compatible) within 10 or 15 business days (depending upon affected product) of receipt of the defective FRU at an Extreme facility.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

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 unit shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all returns to Customer.

Advanced Hardware Replacement – Extreme provides for the advanced shipment of replacement hardware. After a request for a replacement Field Replaceable Unit (FRU) is validated for warranty entitlement by Extreme Global Technical Assistance Center (GTAC) and a Return Material Authorization (RMA) number is processed, a new field replaceable unit (FRU), Extreme will make commercially reasonable efforts, to pick, pack and ship the replacement FRU per the Hardware Replacement provisions as stated in Table 1 (Warranty Summary of Entitlements) using a commercial delivery service to customer's site.

Extreme will use all commercially reasonable efforts to pick pack and ship the hardware replacement using a commercial delivery service to customers' site. The replacement part will be shipped via ground shipping with shipping charges prepaid. Shipments are designed to achieve 2-4 business day delivery from an Extreme regional parts depot to the customer delivery site. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.

Extreme pays for the return freight of 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 Customers responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the unit shipped to customer, excluding any applicable taxes, duties and custom fees in Customers destination country. Extreme will not be the importer of record on any shipments to Customer.

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that you fail to return the defective Product within ten (10) business days of receipt of the replacement FRU, Extreme reserves the right to require customer to pay the full, or portion of the, List Price of the FRU or product component. Extreme will send an invoice to customer that will reflect the amount to be paid.

Hardware Replacement: General Provisions – Extreme is not responsible for any delays related to export or customs regulations or processes, or transportation issues. Actual delivery times may vary depending on specific customer location.

Dead on Arrival (DOA) All hardware products include Advance Part Replacement (Next Business Day Shipment) during the first 30 days after product shipment. For up to thirty (30) days from the date of shipment of the Product from Extreme (or in the case of resale by an Extreme authorized reseller or channel partner, commencing not more than ninety (90) days after shipment by Extreme), Extreme will use all commercially reasonable efforts to provide Advanced Hardware Replacement of affected field replaceable unit (FRU) of Hardware Products that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Hardware Products' published Documentation.

Warranty Duration: Integrated Component Coverage – For certain product families some Integrated Components, such as power supplies, fans, and cables, may have their own separate warranty duration which may be different than the product it is embedded in. For a listing, reference Table 2 – Integrated Component Coverage below.

Table 2 – Integrated Components Coverage

The following components that are integrated within a product may have separate warranty provisions:

Product Family	Fans	Power Supplies ⁹
I-Series	N/A	3 Years
7100G	5 Years	5 Years

⁹ External Redundant Power Supplies are included in the warranty coverage for the A, B, and C Series. Redundant Power Supply Cables that are shipped with External Redundant Power Supplies are covered under the Redundant Power Supply Warranty.

Appliance Products and Products Sold Within a Bundle – For products that are sold in a “bundled” manner noted as either a Bundle or as an Appliance in further defined in Extreme’s published price list, the warranty provision provided is per each individual Product Part Number that comprises the bundle, unless otherwise noted in the price list.

Warranty Assumptions

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

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new or refurbished products. If a warranty claim is invalid for any reason and Extreme agrees to repair the returned Product even though it is not under warranty, Extreme reserves the right to charge for services performed and expenses incurred by Extreme in repairing, handling and shipping the returned Product. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this limited Product Warranty.

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

Unless required for operational reasons or as otherwise agreed between customer and Extreme in a separate writing, replacement FRU will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

As to any out-of-warranty Products repaired, modified or replaced by Extreme at Extreme’s regular published charges, the warranty period with respect to the material and workmanship hereunder shall expire 30 days after the date of shipment of said Product to End User.

Warranty Exclusions

Limitation

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; or (iii) any Products which have not been maintained in accordance with any handling or operating instructions supplied by Extreme, or that have been subjected to any unusual or non-standard physical or electrical stress, misuse, negligence, accidents, or causes beyond Extreme's control. The warranties and corresponding entitlements set forth herein are for the benefit of and shall apply only to end user customer.

Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES AND CONDITIONS SET FORTH HEREIN, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS AND/OR FRU(S) PROVIDED, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES AND FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY OF INFORMATION, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT WILL EXTREME BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE GOODS), HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT ANY REMEDY PROVIDED HEREIN SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME TOTAL LIABILITY UNDER THIS WARRANTY TO CUSTOMER IN RELATION TO THE PRODUCT(S) AND/OR FRU(S) AND FULFILLMENT OF WARRANTY SERVICES AS DEFINED HEREIN SHALL BE LIMITED TO THE AMOUNTS PAID TO EXTREME FOR SUCH PRODUCT(S) AND/OR FRU(S).

Use of Subcontractors

Extreme reserves the right to engage third party subcontractors to perform any services defined herein on behalf of Extreme.