

CLARK COUNTY, NEVADA

CBE-1167

CONTRACT FOR
PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES

NAME OF FIRM	Extreme Networks, Inc.
DESIGNATED CONTACT, NAME AND TITLE	Brian Rupiper Strategic Sales Representative
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	6480 Via del Oro San Jose, CA 95119
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**CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES
CBE-1167**

This Contract for Purchase of Hardware, Software, and Maintenance and Support Services ("Contract") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and Extreme Networks, Inc. (hereinafter referred to as "CONTRACTOR" or "Extreme"), and its affiliates, for the purchase of hardware, software, and maintenance and support services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of \$8,750,000.00 if all renewal options are exercised, including all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the CONTRACTOR has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I: RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Furthermore, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination.

The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

- 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- 2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 3. Any violation of such provision by a CONTRACTOR constitutes a material breach of Contract.

4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The CONTRACTOR acknowledges that if discrimination has occurred, the OWNER may declare the CONTRACTOR in breach of Contract, terminate the Contract, and designate the CONTRACTOR as non-responsible.

- D. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.
- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this Contract.
- G. In the event CONTRACTOR and OWNER agree that CONTRACTOR will provide a work for hire or unique product or service to OWNER that is not generally made available to other parties, CONTRACTOR and OWNER will document such agreement in a separate contract that addresses all relevant issues associated with a work for hire arrangement. In no event shall ownership of any intellectual property of either CONTRACTOR or OWNER transfer to the other Party hereto under the terms of this Contract. Notwithstanding the foregoing, OWNER is permitted to keep all materials, information and documents provided by CONTRACTOR that are outside the scope of CONTRACTOR'S proprietary information.
- H. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- K. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER or any other political subdivision of the State of Nevada.
- L. AIRPORT SECURITY

1. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

- a. Landside: The non-secure portion of the Airport;
- b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
- c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA

All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at LAS Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate LAS Airport identification badge at all times.

CONTRACTOR agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR's subcontractors, vendors, suppliers and agents and their employees. CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any tier subcontractor.

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that LAS Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the LAS Airport Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER.

5. Landside/Public Work Areas

CONTRACTOR's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

6. Security Protocols/Directives

CONTRACTOR acknowledges that LAS Airport is a federally regulated entity subject to changes in security protocols/directives which may affect activities and personnel at Airport facilities. CONTRACTOR agrees to abide by such security protocol/directive currently in place and any changes that may occur during the term of this Contract and any extensions thereof. OWNER shall provide CONTRACTOR copies of any then-current protocols/directives upon request.

M. ENVIRONMENTAL REGULATIONS

1. CONTRACTOR will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Premises, by CONTRACTOR, its employees, officers, agents, representatives, contractors, subcontractors, suppliers and/or other representatives of CONTRACTOR in violation of applicable Environmental Regulations. "Environmental Regulations" shall mean all legal regulations relating to the protection of human health and the environment or exposure to hazardous substances or hazardous materials, and USEPA-designated emerging contaminants, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder. "Hazardous Material" shall mean any and all substances, materials, chemicals and/or waste which now or hereafter are classified or considered to be a hazardous or toxic, or that are or become regulated by any governmental authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity under any Environmental Regulations.

- a. If the Airport has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the Airport may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the Airport, to show that CONTRACTOR is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to the Airport's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONTRACTOR fail to conduct requested testing, the Airport will obtain the qualified independent experts and all costs incurred by the Airport plus a twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.

- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all goods and services delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
- CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III: SCOPE OF WORK

Services to be performed by the CONTRACTOR for the PROJECT shall consist of the goods and services described in **Exhibits A and B** of this Contract, attached hereto.

A. Service Description

Pursuant to this Contract, CONTRACTOR agrees to provide hardware and/or software support services as defined in the attached Service Level Descriptions, (**Exhibit B**), as may be updated from time to time. All changes or updates by CONTRACTOR will be submitted with 30 days advance written notification to OWNER.

B. New Product

Unless notified to the contrary by OWNER, all products purchased by OWNER from CONTRACTOR during any term of this Contract shall automatically be included under this Contract and the applicable service fees for that term shall be pro-rated from the product delivery date. Existing equipment under warranty will automatically roll over and will be covered under this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. Upon OWNER notification, if such changes cause an increase or decrease in the CONTRACTOR's cost or time required for performance of any services under this Contract, an agreed upon equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.

- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay CONTRACTOR for the delivery of goods and performance of services described in **Exhibits A and B**, for the not to exceed amount of \$8,750,000.00. The OWNER's obligation to pay CONTRACTOR cannot exceed the fixed fee amount.

B. Payments

1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph B.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph B.1 above.
3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
5. All payments shall be due within 30 calendar days after receipt of the invoice.
6. OWNER may subtract from any payment made to CONTRACTOR all damages, costs and expenses agreed upon by OWNER and CONTRACTOR and which are caused by CONTRACTOR resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR. Prior to any such subtraction, CONTRACTOR will have been provided a reasonable opportunity to make payment of such damage award directly to OWNER.
7. Invoices shall be submitted to Clark County Department of Aviation, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at AccountsPayable@McCarran.com. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.

All invoices should include the following information:

- a. Company
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities) or services rendered (including dates)
- f. Clark County Department of Aviation Purchase Order Number
- g. Company's Tax Identification Number
- h. Contract Number
- i. Itemized pricing and total amount due (excluding sales and Use Tax)

- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare

C. OWNER's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER's financial responsibility as indicated in Paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONTRACTOR.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONTRACTOR's subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. CONTRACTOR shall complete the PROJECT in accordance with **Exhibits A and B** of this Contract.
2. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.

B. Force Majeure

If either party is prevented from performing any of its obligations under this Contract due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "Force Majeure Event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that if a party suffering a Force Majeure Event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

C. Suspension

OWNER may suspend performance by CONTRACTOR under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONTRACTOR at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONTRACTOR its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONTRACTOR for any cause other than the error or omission of the CONTRACTOR, for an aggregate period in excess of 30 days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Contract to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

D. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill any of its obligations under this Contract through no fault of the terminating party; but only after the other party:
 - a. is given not less than thirty (30) calendar days' written notice of intent to terminate and reason for such termination; and
 - b. fails to cure the breach of such obligation during the notice period.
2. This Contract may be terminated in whole or in part by either the OWNER or CONTRACTOR for its convenience; but only after the non-terminating party is given:
 - a. not less than thirty (30) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by either party, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination, and CONTRACTOR shall pay OWNER any amounts due to OWNER pursuant to the terms of this Contract as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
4. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONTRACTOR shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.
6. If after termination for failure of the CONTRACTOR to fulfill contractual obligations it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

8. Notwithstanding anything herein to the contrary, annual or multi-year Service terms that have been ordered by OWNER may not be terminated prior to the expiration of the applicable Service term, except by Force Majeure or where CONTRACTOR has committed a material breach regarding its obligations herein to provide such Services and has failed to cure said breach within thirty (30) days after receiving notice.
- E. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
- F. Survivability
- The terms and conditions of the Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Contract will survive.
- G. Covenant Against Contingent Fees
- The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- H. Gratuities
1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
 2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR.
 3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- I. Insurance
- The CONTRACTOR shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit C** within ten (10) working days after OWNER request.
- The CONTRACTOR shall obtain and maintain the insurance coverage as required in **Exhibit C**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **Exhibit C**, and shall include costs of such insurance coverage in their prices.

J. Taxes

OWNER, as a political subdivision of the State of Nevada, is exempt from taxes.

K. General

The provisions of this Contract 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 Contract shall be binding.

L. Indemnity

The CONTRACTOR its CONTRACTORS and subCONTRACTORS of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONTRACTOR its CONTRACTORS and subCONTRACTORS or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify CONTRACTOR, in writing, of any such claim, demand, or lawsuit. CONTRACTOR shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

M. Intellectual Property, Patent and Trademark Indemnity

CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees respectively from and against all third party claims and resulting judgments including, losses, costs, damages, expenses, and any attorney's fees incurred by OWNER, its officials, employees, volunteers, OWNER's representative, authorized representatives and their employees, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, trademark or intellectual property that arises out of the use of the products or services furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action; provided OWNER, its officials, employees, volunteers, OWNER's representative, authorized representatives and their employees shall have promptly notified CONTRACTOR in writing upon becoming aware of such claims or actions, and provided further that CONTRACTOR's aforementioned obligations shall not apply to claims based upon (i) products, services or processes furnished or specified by OWNER or its representatives; (ii) products, services or processes modified by someone other than CONTRACTOR, if such modification results in the allegation of the infringement, unless such modifications are approved in advance by Extreme; (iii) use or combination of the products or services with a third party product (not manufactured by CONTRACTOR), if such use or combination results in the infringement; (iv) use of a version of a product, other than the then-current version, after receiving notice of possible infringement from CONTRACTOR, if the third party claim would have been avoided by the use of the then-current version; or (v) a claim against open source software.

CONTRACTOR shall be authorized to consent to a settlement of, or the entry of any judgment arising from, the third-party claim, subject to the following: OWNER must consent to such settlement, and such consent shall not be unreasonably withheld. CONTRACTOR will not be responsible for any compromise or settlement of a third-party claim made or expense incurred without its express written consent.

OWNER shall cooperate with CONTRACTOR in the investigation, defense or settlement of the third party claim, and provide available information, assistance and authority as reasonably requested, at the CONTRACTOR'S expense, to enable the CONTRACTOR to investigate, defend, compromise or settle the third-party claim.

CONTRACTOR shall have the right, in order to avoid such claims or actions, to (i) substitute at its expense non-infringing products, services or processes, or to modify such infringing product, services and processes so they become non-infringing, provided that such substituted and modified product, services and processes shall meet all the requirements and be subject to all the provisions of this Contract, or (ii) obtain the necessary licenses to use the infringing product, services or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract. If CONTRACTOR determines that neither (i) nor (ii) described above are commercially reasonable with regard to product, CONTRACTOR shall refund to OWNER the fees paid by the OWNER for the infringing product, less depreciation on a five (5) year straight line basis, in which case OWNER will both cease all use of the product and return the product to CONTRACTOR.

The foregoing indemnity shall survive the termination of this Contract.

O. Cybersecurity Requirements

1. CONTRACTOR shall ensure technology runs on a supported version of OS (in the case of Linux/Windows, at least 64 bit versions of that OS). CONTRACTOR shall ensure product is upgraded before OS reaches end-of-life to a supported OS.
2. CONTRACTOR shall use commercially reasonable efforts to apply all manufacturer and/or vendor supplied security patches, OS patches, and firmware updates within 30 days of release. CONTRACTOR is not obligated to make available those patches supplied by third-parties that, in CONTRACTOR'S discretion, will not be incorporated into Extreme's products prior to sale.
3. CONTRACTOR must maintain strong access controls to all devices on OWNER network to which the CONTRACTOR has access. Remote access will only occur using pre-approved methods as defined by OWNER. All remote access will be subject to audit. Only authorized individuals are to access systems on OWNER networks.
4. All network-aware devices will be subject to a security and vulnerability scan by OWNER or OWNER's authorized parties, and CONTRACTOR will use commercially reasonable efforts to address all discovered security issues from such scans within 30 days.
5. CONTRACTOR will disclose vulnerabilities by posting vulnerability notices at www.extremenetworks.com. OWNER may also register at the site to receive notices automatically.
6. OWNER will be notified of any and all security breaches that may impact OWNER systems or data held by the CONTRACTOR within 72 hours.
7. CONTRACTOR will provide basic email and phishing cybersecurity training for its employees.
8. CONTRACTOR must maintain cybersecurity insurance coverage.

9. CONTRACTOR will provide Additional Insurance Requirements for IT Vendor or IT Professional Services as described below:

- Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
- The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations

10. CONTRACTOR will provide a Hold Harmless agreement within 10 business days of OWNER's request.

P. CONTRACTOR Information

The CONTRACTOR shall identify if it is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), Nevada Business Enterprise (NBE) or Large Business Enterprise (LBE) utilizing the attached form (**Exhibit D**). The information provided in **Exhibit D** by the CONTRACTOR is for the OWNER's information only.

Q. Subcontractor Information

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB) and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached form (**Exhibit E**). The information provided in **Exhibit E** by the CONTRACTOR is for the OWNER's information only.

R. Audits

The performance of this Contract by the CONTRACTOR is subject to review by the OWNER to insure Contract compliance. The CONTRACTOR agrees to provide the OWNER any and all information requested that relates to the performance of this Contract, provided such information is not subject to a confidentiality obligation by CONTRACTOR to a third party. All requests for information shall be made in writing to the CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the reasonable timeline provided in the written information request may be considered a material breach of Contract and shall be cause for suspension and/or termination of the Contract.

S. Covenant

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

T. Assignment

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

U. Governing Law

Nevada law shall govern the interpretation of this Contract.

V. Term of Contract

OWNER agrees to retain CONTRACTOR, and the term of this Contract shall be, for five (5) years from the Effective Date, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide the goods and services as required by OWNER within the scope of this Contract.

W. Confidential Treatment of Information

CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

X. Order of Precedence

To the extent of any inconsistency between the Contract, the Exhibits, and any specifications or other documents which are made a part hereof either as an attachment, by reference or otherwise, the Contract and the Exhibits shall govern. To the extent of any inconsistency between the Contract and the Exhibits, the Contract shall govern.

Y. Additional Contract Provisions

CONTRACTOR shall comply with the provisions in **Exhibit G** attached hereto.

Z. ADA Requirements

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1991 must comply with the Americans with Disabilities Act Accessibility Guideline

AA. Entire Contract

This Contract constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract and is signed by both parties, general conflicts in language between any such attachment and this Contract will solely be governed by the terms of this Contract.

BB. No Consequential Damages

Except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, under no circumstances will either party be liable to the other party for (i) any lost profits (even if they arise as a direct or immediate consequence of the event that generated the damages), or (ii) any special, incidental, consequential or exemplary damages of any kind or nature whatsoever, including, but not limited to, lost profits, lost business, lost revenue or lost savings, loss of use, loss or damage to data or goods or interruption of business, in each case however caused, and whether arising in contract, tort (including negligence), breach of warranty, strict liability or otherwise, even if either party has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any exclusive remedy provided herein. In no event will CONTRACTOR be liable for the cost of procurement of substitute goods or services.

CC. Limitation on Liability

Notwithstanding any other provision of this Contract and except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, CONTRACTOR's aggregate liability from or in relation to this Contract, whether arising in contract, tort, strict liability or otherwise, shall be limited to the total amount paid by OWNER to CONTRACTOR for the products and/or services, giving rise to the claim equal to eighteen (18) months of the cost of services. This limitation shall apply to all causes of action in the aggregate.

DD. Inapplicable Clauses

OWNER is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on OWNER property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on the OWNER, except to the extent not prohibited by the Constitution and the laws of the State of Nevada.

Extreme Networks, Inc.
Hardware, Software, Maintenance & Services
CBE-1167

Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: ROSEMARY A. VASSILIADIS, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS, NEVADA 89111-1005

TO CONTRACTOR: EXTREME NETWORKS, INC
ATTN: LEGAL DEPARTMENT
6480 VIA DEL ORO
SAN JOSE, CA 95119

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

CLARK COUNTY, NEVADA

By: _____
ROSEMARY A. VASSILIADIS
Director of Aviation

CONTRACTOR:

EXTREME NETWORKS, INC.

By: Paul Semak February 10, 2022 | 11:52:40
PAUL SEMAK
Senior Vice President, Sales

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By:  _____
TIM BALDWIN
Deputy District Attorney

**EXHIBIT A
SCOPE OF WORK
CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES
CBE-1167**

- a. **Discount:** A discount 50% off of the product list for all CONTRACTOR manufactured products purchased directly from CONTRACTOR. A quote will be provided by CONTRACTOR showing list price and discount applied. All quotes are valid and firm priced for a period of ninety (90) days.

<http://www.extremenetworks.com/company/legal/terms-of-sales/>

Notwithstanding the foregoing, the following ExtremeCloud IQ (“XIQ”) one-year subscriptions may be purchased by Owner at forty percent (40%) off the then-current Service list price in effect at the time of order placement:

Part Number	Description	Product Part Number	Service Program	Service Type	Service List Price as of Agreement Effective Date
XIQ-NAC-S-100K-EW	ExtremeNAC SW subscription for 100,000 end-systems for 1 Year ExtremeWorks	XIQ-NAC-S-100K-EW	ExtremeWorks	XIQ NAC SW Sub for 100K devices EW 1Y	\$250,000.00
XIQ-NAC-S-10K-EW	ExtremeNAC SW subscription for 10,000 end-systems for 1 Year ExtremeWorks	XIQ-NAC-S-10K-EW	ExtremeWorks	XIQ NAC SW Sub for 10K devices EW 1Y	\$32,500.00
XIQ-NAC-S-1K-EW	ExtremeNAC SW subscription for 1,000 end-systems for 1 Year ExtremeWorks	XIQ-NAC-S-1K-EW	ExtremeWorks	XIQ NAC SW Sub for 1K devices EW 1Y	\$3,500.00
XIQ-NAV-S-C-EW	ExtremeCloud IQ Navigator SaaS Subscription EW SaaS Support for one (1) device (1 year)	XIQ-NAV-S-C-EW	ExtremeWorks	ExtremeCloud IQ Navigator SaaS Subscription EW SaaS Support for one (1) device (1 year)	\$50.00
XIQ-PIL-S-C-EW	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (1 year)	XIQ-PIL-S-C-EW	ExtremeWorks	XIQ Pilot SaaS, EW SaaS Support	\$150.00
XIQ-PIL-S-C-EW-DELAY	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (1 year), 1 year delayed term start	XIQ-PIL-S-C-EW-DELAY	ExtremeWorks	ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (1 year), 1-year delayed term start	\$150.00

- b. **Maintenance:** OWNER may purchase directly from CONTRACTOR maintenance of software and hardware at a discount of 20% off list price subject to CONTRACTOR standard service and maintenance terms and conditions located on the web site below, which are incorporated herein by reference. In addition and subject to the same terms, OWNER may purchase directly from CONTRACTOR multi-year maintenance support engagements at the following discounts off of then-current list price: 30% off list price for a 2-year term, and 40% off list price for a 3-year term. A quote will be provided by CONTRACTOR showing list price and discount applied. All quotes are valid and firm priced for a period of ninety (90) days.

<http://www.extremenetworks.com/company/legal/terms-of-support/>

- c. Professional Services: CONTRACTOR agrees to provide OWNER with Professional Services, in regards to special projects, upgrades, modifications, training and installation. Services are measured by Extreme Service Units (ESU) at the rate of \$2,000 per each Onsite ESU and \$1,600 per each Remote ESU. By purchasing ESU's OWNER gains access to CONTRACTOR's entire portfolio services and training offered for up to one (1) year from date of purchase.

Onsite ESU Description:

- Onsite Engineer support equals 1 ESU for every 8 hours of onsite work**.

Remote ESU Description:

- Remote Engineer support equals 1 ESU for every 8 hours of remote support.

**Extreme Service Units are defined as one (1) engineer onsite for one (1) eight (8) standard hour day. Standard hours consist of Monday through Friday, 8 a.m. to 5 p.m., local time and do not include holidays. Non-standard hours are recognized at an accelerated rate of 1.5x per non-standard day. Non-standard hours consist of Monday through Friday, 5 p.m. to 8 a.m., weekends (Saturday/Sunday) and holidays.

This special direct pricing shall remain in effect for a period of five (5) years from date of Contract award as written. The discounted pricing applies to CONTRACTOR branded products only. CONTRACTOR reserves the right to modify this discount in the event of a material change in conditions. These discounts shall become effective immediately upon the signing and approval of this Contract, OWNER accepts all terms and conditions referenced herein.

- d. SHIPPING

1. ORDERING

OWNER submits purchase order by email (orders@extremenetworks.com) or fax (978) 684-1315.

2. CONTENTS OF PURCHASE ORDER

OWNER will use a new purchase order number for each order. The purchase order may list items and will always reference the quote number.

- e. DELIVERY

1. All orders placed should be received within 30 days upon receipt of order. Orders shipped by CONTRACTOR will be sent CIP Consignee, insured and freight prepaid. Risk of loss and title to products (except for embedded and stand-alone software, which shall be licensed) will pass to OWNER upon delivery to the shipment address designated on the purchase order.
2. Items to be returned to CONTRACTOR shall be shipped FOB destination, insured and freight prepaid, for items required credit, repair and/or possible upgrade.
3. Items to be returned requiring replacement for error made by CONTRACTOR shall be shipped, at CONTRACTOR's expense. CONTRACTOR will provide shipping return label to OWNER and coordinate pick-up with OWNER and carrier.
4. OWNER or CONTRACTOR shall provide tracking numbers.
5. All deliveries made will use standard or best shipping methods. Expedited delivery requests can be made at the request of the OWNER, OWNER will be responsible for the expedited shipping costs.

- f. RETURN AUTHORIZATION NUMBER (RMA)

OWNER must obtain RMA number from CONTRACTOR prior to shipping anything to CONTRACTOR. Items received by CONTRACTOR from OWNER without an RMA number will be sent back at OWNER's expense. (See EXHIBIT B, Section 8).

EXHIBIT B
EXTREME WORKS SUPPORT PROGRAM
CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES
CBE-1167

This section of the Contract provides the explanation of the ExtremeWorks Support Program. CONTRACTOR reserves the right, at its sole discretion, to change modify, add or delete various services and items offered. Upon CONTRACTOR's decision to delete certain services or items, CONTRACTOR assures the OWNER that these changes will not impact current service unless for software support or modification and items removed will be replaced with newer better equipment or discontinued because of little use or value for performance. These changes will be posted on CONTRACTOR's website and OWNER will be responsible to check periodically. Changes that will impact the Contract in terms of maintenance, service and pricing agreed upon, CONTRACTOR will notify the OWNER in writing 60 days in advance to allow the OWNER to obtain approval and issue an Amendment to the Contract.

1. Definitions. In addition to the terms defined elsewhere in this Contract, the following terms have the following meanings:

1.1 "Authorized Users" means those individuals authorized by the OWNER to use the Services on behalf of the OWNER.

1.2 "Authorized Resellers" means those companies (a) authorized by CONTRACTOR to resell, promote or deliver the ExtremeWorks Support Program to the marketplace, and (b) through which OWNER has purchased the ExtremeWorks Support Program.

1.3 "Defect" means a failure of any Product to operate in accordance with CONTRACTOR's technical specifications as set forth in the End User Documentation.

1.4 "End User" means a purchaser of the Services who acquires such Services for ordinary business usage and not for purposes of further distribution or resale.

1.5 "End User Documentation" means Product documentation, Product specifications and other related materials.

1.6 "Intellectual Property Rights" mean any and all current and future (i) rights associated with works of authorship; including but not limited to copyrights, moral rights, and mask-work rights; (ii) patent rights, rights of priority, and design rights; (iii) trade secret rights, (iv) trademark rights (including service mark rights) and trade dress rights; (v) all other intellectual and industrial property rights of every kind and nature which may exist anywhere in the world, whether registered or unregistered; and (vi) any and all applications and registrations, renewals, extensions, provisionals, continuations, continuations-in-part, divisions, reissues or reexaminations of any of the foregoing.

1.7 "Price List" means CONTRACTOR's suggested retail price list applicable to the delivery location in effect at the time of order acceptance by CONTRACTOR, which price list is subject to revision from time to time in CONTRACTOR's sole discretion.

1.8 "Products" means CONTRACTOR commercial networking products as identified in the Price List, including (i) hardware products with embedded Software, (ii) Software Products in object code form, (iii) End User Documentation, and (iv) other materials related to the foregoing, if any, supplied to you and/or the OWNER in a commercial package.

1.9 "Releases" means Updates and Upgrades, collectively. No Alpha or Beta or non-production versions shall be considered Releases.

1.10 "Services" means the services provided by CONTRACTOR under the ExtremeWorks Support Program, Premier Services Program (PSP) Foundation Services or any other end user services provided by CONTRACTOR under this Contract in accordance with the applicable program guide.

1.11 "Software" or "Software Products" means ExtremeWorks software products in object code form which are either sold separately or embedded into CONTRACTOR's hardware products. Software Products are licensed to the OWNER under the then-current software license terms for the Software Product in effect at the time of order acknowledgement by CONTRACTOR.

1.12 "Trademarks" means "ExtremeNetworks" and the applicable Product trademarks as listed in CONTRACTOR's usage guidelines, subject to revision from time to time in CONTRACTOR's sole discretion.

1.13 "Update" means a new version of a Software Product that includes defect corrections, bug fixes and/or minor enhancements that operate within the framework of the specifications for the current Upgrade of the Software Product, but does not include substantive features or functions not performed by the prior Release of the Software Product.

1.14 "Upgrade" means a new version of a Software Product that includes substantive features or functions not performed by the prior Release of the Software Product.

2. Services.

The scope of the Services provided to OWNER hereunder is based on the support plan purchased by OWNER for each unit of the Product purchased. Descriptions of the available CONTRACTOR support plans, including CONTRACTOR's obligations and End User entitlements, are set forth on web sites provided below. Certain on-site Services may not be available in some geographic regions or may require a "phase-in" period before they can be made available to OWNER. CONTRACTOR shall have the right to use subcontractors to perform all or part of the Service(s), as it deems appropriate. To be eligible for the PSP Foundation Service, OWNER must have CONTRACTOR equipment with current maintenance support entitlements. Future Services are deemed added to this Contract at such time as they are added to the Price List, unless otherwise specified by CONTRACTOR in writing. CONTRACTOR has the right to discontinue the distribution or availability of any Service at any time upon 60 days prior notice to OWNER by email, notification on CONTRACTOR's website, or any other method permitted under this Contract.

2.1 Releases.

CONTRACTOR or its authorized representatives will make available to OWNER all Releases made generally available by CONTRACTOR only for Products for which OWNER has an active contract for Services. The content of all Releases shall be decided upon CONTRACTOR in its sole discretion. Updates for Products for which OWNER has an active contract for Services shall be provided to OWNER at no additional charge during the term of this Contract. CONTRACTOR shall impose additional charges for Upgrades. OWNER shall install only one (1) copy of a Release for each Product under an active contract for Services, and OWNER is prohibited from installing Releases on any Product which is not covered under an active contract for Services.

2.2 Corrections.

CONTRACTOR shall use commercially reasonable efforts to provide a correction or workaround for any reported and reproducible Defect in any Product for which Services have been purchased with a level of effort commensurate with the severity level; provided that CONTRACTOR shall have no obligation to correct all Defects in the Products. OWNER shall notify Extreme TAC of the nature and severity of such Defect and the specific serial number of the applicable Product, and provide CONTRACTOR with enough information to locate and reproduce the Defect. CONTRACTOR shall not be responsible for correcting any Defect not attributable to Products or any Defect listed under Section 3 ("Exclusions").

3. Exclusions.

The Services provided by CONTRACTOR hereunder will not include support and maintenance of any third party software or hardware not provided by CONTRACTOR. CONTRACTOR is not required to provide any services for problems arising out of: (i) OWNER's failure to implement all Updates issued under the Services; (ii) alterations of or additions to the Products performed by parties other than CONTRACTOR; (iii) accident, natural disasters, terrorism, negligence, or misuse of the Products (such as, without limitation, operations outside of environmental specifications or in a manner for which the Products were not designed); (iv) interconnection of the Products with other not supplied by CONTRACTOR, or (v) certain components, including but not limited to the following: spare fan trays, blank panels, cables, cable kits, rack mount kits, brackets, antennas, GBICs and miniGBICs. CONTRACTOR shall only be obligated to support the then-current revision of the Products and the immediately prior revision. Support for any earlier versions or for other problems not covered under the Services may be obtained at CONTRACTOR's then-current rates for special technical services and on CONTRACTOR's then-current terms and conditions for such services, subject to acceptance by CONTRACTOR at its sole discretion.

4. OWNER Obligations.

4.1 OWNER Assistance.

OWNER agrees to provide CONTRACTOR with reasonable access to the Products for which problems are reported and all back-ups and OWNER information services technical personnel, facilities, and premises as required in connection with the performance of the Services. To efficiently resolve problems and perform local hardware diagnostics, OWNER shall provide modem level access for all OWNER sites. OWNER may provide passwords and/or activate the modem when needed. OWNER shall be responsible for any and all cables, hardware or software not provided by CONTRACTOR. OWNER's failure to provide such access or information may delay the Services and/or result in CONTRACTOR's inability to perform the Services; in such cases, CONTRACTOR shall not be liable for any consequences related to or resulting from such delay or failure to perform.

4.2 OWNER Site Manager

OWNER must designate, at a minimum, one (1) OWNER Site Manager who shall be responsible for initiating service requests. Prior to initiating a service request, the OWNER Site Manager must perform all procedures specified by the CONTRACTOR Technical Support Engineers and provide the results to CONTRACTOR as required. The OWNER Site Manager must possess the necessary technical expertise to interact with and assist the Technical Support Engineers in both the diagnosis of the system hardware and/or software malfunctions and the successful replacement of hardware components. The OWNER Site Manager is responsible for observing electrostatic discharge and other protection procedures and precautions, as provided to OWNER by CONTRACTOR in writing, while replacing and handling any CONTRACTOR hardware component.

4.3 Contact People.

OWNER shall appoint at least two (2) individuals who have been trained and are knowledgeable on CONTRACTOR products within OWNER's organization to serve as the primary contacts between OWNER and CONTRACTOR and to receive support as provided herein. OWNER shall provide and shall update as appropriate contact information for the primary contacts, including address, phone number and email address. All of OWNER's support inquiries shall be initiated through these primary contacts.

4.4 Restrictions on Copying and Reverse Engineering.

As a material consideration for this Contract, OWNER expressly agrees not to translate, disassemble, reverse compile or reverse engineer the Products, including Software Products, in whole or in part, except to the extent such prohibition is restricted by applicable law. OWNER will not copy, modify, create derivative works, rent, lease, loan or use for timesharing or service bureau purposes any Products, including Software Products, in whole or in part without the prior written approval of CONTRACTOR, which approval may be withheld in CONTRACTOR's sole discretion.

4.4 No Removal of Markings.

OWNER agrees to comply with all legends that appear on or in the Products and not to remove or destroy any patent, copyright, logo, trademark, trade name, proprietary marking, or confidentiality legend placed upon or contained within Products, containers or End User Documentation supplied by CONTRACTOR.

5. Ordering and Payment Terms.

5.1 Orders.

5.1.1 The terms and conditions of this Contract will apply to any and all purchase order submitted by OWNER and will supersede any different or additional terms on OWNER's purchase orders.

5.1.2 Each purchase order must be acknowledged and accepted by CONTRACTOR in writing prior to CONTRACTOR incurring any obligation under such purchase order. CONTRACTOR reserves the right to reject any order.

5.1.3 In countries where Services are available from CONTRACTOR, OWNER may purchase a Support Plan set forth on CONTRACTOR's then-current Price List by submitting an order for such Support Plan either at the time of the purchase of the Product to which it relates or at any time thereafter, subject to Section 5.2 ("Reinstatement and Inspection"), Section 6 ("Support for End of Life") and CONTRACTOR's acceptance of such order at its sole discretion. OWNER shall be responsible for any other travel and living expenses incurred in connection with the Services or on-site Service calls that are not expressly included in OWNER's applicable support plan.

5.1.4 Each order of one (1) Support Plan is only valid for a single unit or units of the Product for which Service is purchased and paid for. All orders for Services must include the location where the Services will be provided, the Support Plan being purchased and the model number and serial number of the Product to be supported or such information must be provided to CONTRACTOR in writing promptly following the purchase of the Services. CONTRACTOR will not be obligated to provide Services for a Product unless CONTRACTOR has received such information.

5.1.5 All orders for Services placed with CONTRACTOR will be non-cancelable, and all support fees and training fees, if applicable, paid to CONTRACTOR shall be non-refundable.

5.2 Reinstatement and Inspection.

If Service are not ordered concurrently with any Product orders or are not promptly renewed each year, CONTRACTOR may, at its option, commence such Services upon payment of the applicable support fee and a reinstatement fee of ten percent (10%) of the renewal fee. If a Product is purchased in used condition, CONTRACTOR may, at its option, inspect the Product and commence Services for such Product upon payment of the applicable support fee, a reinstatement fee and CONTRACTOR's inspection fee.

5.3 Purchases from CONTRACTOR.

If OWNER is purchasing the Services directly from CONTRACTOR terms and conditions of this Contract shall prevail.

5.4 Purchases from Authorized Reseller.

If OWNER is purchasing the Services from an Authorized Reseller, notwithstanding the above, the payment terms set forth in OWNER's Contract with the Authorized Reseller shall govern; provided, however, in the event the OWNER's Authorized Reseller defaults on its payment obligations to CONTRACTOR for Services, then the OWNER's use of the services may be suspended without notice, until such time as the Authorized Reseller cures the breach, or the OWNER elects to contract for Services directly with CONTRACTOR. All other terms of this Contract shall remain in full force and effect, and any other conflicting, additional or different terms set forth in a Contract between the OWNER and an Authorized Reseller are superseded by this Contract and shall be entirely unenforceable against CONTRACTOR.

5.6 Annual Invoices. Basic Maintenance Fees shall be invoiced and paid annually in advance in accordance with the Price Scheduled as per **Exhibit A** and incorporated herein by reference. Invoices for annual Basic Maintenance Fees shall be due and payable within 30 days following receipt of invoice.

5.7 Subsequently Ordered Software. Basic Maintenance Fees for subsequently ordered Software shall be paid annually in advance but pro-rated for the applicable annual period of this Contract based upon the conclusion of the Warranty Period for such subsequently ordered Software, in accordance with the terms and conditions of the Price Schedule as per **Exhibit A**.

5.8 Additional Equipment, Hardware and Software purchase will be in accordance with Price Schedule and discount list, incorporated herein by reference as **Exhibit A**.

6. Support for End of Life.

6.1 Product End of Life.

In the event CONTRACTOR discontinues or otherwise ceases to make available to the OWNER a particular Product model number, CONTRACTOR will continue to offer Services for such Product in accordance with its then-current End of Life Policy available. The Services shall remain in effect with respect to other Products, if any, then covered, see web site provided below.

<http://www.extremenetworks.com/support/end-of-sale-and-end-of-support-products/>

6.2 Support Plan End of Life.

CONTRACTOR reserves the right to discontinue any Support Plan in its sole discretion upon 60 days' notice, by email, notification on CONTRACTOR's website, or any other method permitted under this Contract, to OWNER; however, CONTRACTOR will continue to provide services under such discontinued Support Plan through the end of any prepaid support period so long as OWNER is not in breach of any of its obligations under this Contract.

7. Records and Audit.

OWNER agrees to maintain complete, clear and accurate records relating to its activities under this Contract, including, without limitation, its inventory and sales of each Product and Service (including reseller and end user information) (the "Records"), and retain such Records for such time period as may be required by law and commercially reasonable prudent practices, but not less than two (2) years. Such Records will be maintained in accordance with standard business practices and Generally Accepted Accounting Principles. OWNER will permit CONTRACTOR, or person designated by CONTRACTOR, at CONTRACTOR's cost, to audit the Records to ensure compliance by OWNER with its obligations to CONTRACTOR. Any such audit shall be conducted during regular business hours and in such a manner as to not unduly interfere with normal business activities of OWNER. If the audit reveals an underpayment of amounts owed to CONTRACTOR, OWNER will promptly pay any such shortfall.

8. Return Process.

If OWNER is returning a product to CONTRACTOR, OWNER must first obtain a Return Material Authorization ("RMA") number from CONTRACTOR. OWNER must return the entire contents of the defective Product with a copy of invoice or packing slip as proof of purchase. OWNER shall return product with the RMA number clearly marked and visible in the lower left corner of box. Shipping box/carton(s) that are not marked with RMA numbers will be rejected by CONTRACTOR and returned to OWNER via collect freight. CONTRACTOR will pay the transportation charges (excluding taxes, duties and customs) in accordance with the Support Plan purchased for such product.

OWNER retains sole responsibility for risk of loss or damage for products sent to CONTRACTOR for repair or returned for credit. CONTRACTOR retains sole responsibility for risk of loss or damage for products sent to OWNER for the following; return of repaired product, shipment of new product orders, and to include shipping cost of product being returned for wrong product delivered.

Products returned to CONTRACTOR may be repaired or replaced by CONTRACTOR at CONTRACTOR's sole discretion with exception of new unused products will be replaced with a new product.

9. Ownership of Intellectual Property Rights; License; Non-Disclosure.

9.1 Intellectual Property Rights.

The OWNER acknowledges that the Products are proprietary to CONTRACTOR and its suppliers, and that CONTRACTOR and its suppliers retain exclusive ownership of all Intellectual Property Rights in and to the Products, including in an to any Software Products and Trademarks.

OWNER will take all reasonable measures to protect CONTRACTOR's Intellectual Property Rights in any Product. Except as expressly provided herein, OWNER is not granted any right to any Intellectual Property Rights with respect to any Product.

9.2 License.

All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time the Release is provided.

9.3 Non-Disclosure.

OWNER may be exposed to certain confidential information of CONTRACTOR including but not limited to information concerning the business, technology, and customers of CONTRACTOR, which the OWNER knows or should know is CONTRACTOR's confidential and proprietary information (herein "Confidential Information"). All information to be treated as confidential information shall be marked as such when it is disclosed in written form, and, in the event information that is intended to be treated as confidential information is disclosed verbally or visually, CONTRACTOR shall identify the confidential information as such at the time of disclosure.

OWNER agrees that while this Contract is in effect and for a period of three (3) years thereafter, OWNER shall not use the Confidential Information for any purpose other than to perform under this Contract, or disclose to any third party any Confidential Information without the prior written consent of CONTRACTOR. However, OWNER may disclose Confidential Information to its employees or contractors on a need to know basis and as is reasonably necessary to allow the party to perform under this Contract; provided that each such employee or contractor is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. This Section will not apply to Confidential Information after such information is made public by CONTRACTOR.

Additionally, CONTRACTOR acknowledges that OWNER is required to comply with the public records requirements set forth in Nevada Revised Statutes Chapter 239. If OWNER is faced with an obligation to disclose pursuant to applicable law or regulation, subpoena or court order, the OWNER shall promptly notify the CONTRACTOR of such obligation. CONTRACTOR will be permitted to review any OWNER documents that must be disclosed under such public disclosure laws so that CONTRACTOR may redact any sensitive information or have an opportunity to challenge any disclosure through the appropriate methods. However, the party claiming the information is not a public record shall appear and defend its own position, if necessary, at its own expense. Except in connection with a failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable for disclosure pursuant to applicable law or regulation, subpoena, or other government or judicial order or for inadvertent disclosure where the customary degree of care has been exercised; provided that upon discovery of such inadvertent disclosure, the Recipient shall endeavor to prevent any further inadvertent disclosure.

Furthermore, neither party shall be held criminally or civilly liable for any disclosure made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law.

10. Warranty.

All Updates provided hereunder are warranted for the remaining warranty period of the original Software Product, if any, as specified in the warranty card which shipped with the original Software Product. All Upgrades are warranted as set forth in the warranty card for such Upgrade. Replacement Products provided under the Services are warranted for the remaining warranty period of the original Product, if any, as specified in the warranty card which shipped with the original Product. Nothing in the Services shall be construed as expanding or adding to the warranty set forth on the warranty card. CONTRACTOR will use all reasonable commercial efforts to provide the support requested by OWNER under this Contract in a professional and workmanlike manner. In the event that CONTRACTOR fails to meet this warranty, CONTRACTOR may reattempt the Services, but CONTRACTOR cannot guarantee that every question or problem raised by the OWNER will be resolved. CONTRACTOR WARRANTS THE SERVICES ONLY TO OWNER AS THE END USER PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. EXCEPT AS SET FORTH ABOVE, OWNER WILL NOT RECEIVE ANY OTHER WARRANTIES OF ANY KIND. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER EXPRESS, IMPLIED (in fact or by operation of law), STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, TERM OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY, TERM OR CONDITION THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE.

11. Term and Termination.

11.1 Services Term.

The Services start date shall be determined as follows, the initial purchase of Service, the Service start dates shall be the original shipment date of the covered Product from CONTRACTOR, and for Service renewals, the Service start date shall be the date on which the prior Service period ended. OWNER shall be responsible for the Service Fees from such Service start date. The Service end date will be 12 months from the Service start date, unless otherwise specified in writing by CONTRACTOR. Unless OWNER or CONTRACTOR provides notice at least 60 days prior to the end of the Support Plan term of its intent not to renew the Support Plan, the Support Plan term will automatically renew for one (1) year subject to payment being received by CONTRACTOR for such Support Plan. If OWNER fails to pay the annual Support Plan fees in accordance with CONTRACTOR's invoice, the applicable ExtremeWorks Support Plan will automatically terminate without notice.

11.2 Contract Term.

All Releases provided under the Services are licensed subject to the terms and conditions of the then-current Software license agreement for such Software Product in effect at the time of the Release is provided.

11.3 Termination.

- a. This Contract may be terminated by CONTRACTOR at any time one-hundred-twenty (120) calendar days prior written notice if, in CONTRACTOR's determination, OWNER detrimentally affects CONTRACTOR's ability to adequately support OWNER by refusing or neglecting to implement CONTRACTOR's recommendations for corrective action to resolve any on-going problem, or OWNER refuses or neglects to cause installation of updates or upgrades. In such event, previously paid support services fees shall not be refunded.
- b. This Contract may be terminated by OWNER in the event that CONTRACTOR fails to perform in accordance with the applicable Service Level Description and such failure is not cured within 30 days of written notice of such failure. In such event, any unused previously paid support service fees shall be refunded to OWNER on a pro-rata basis.
- c. In the event OWNER has not paid the applicable support service fees or any other monies due to CONTRACTOR, the support service coverage for the subject products shall be suspended until such time as payment is received by CONTRACTOR.

11.4 Effect of Termination.

Upon the expiration or termination of this Contract for whatever reason, OWNER shall no longer be entitled to receive Services from CONTRACTOR pursuant to this Contract, all support fees and training fees paid prior to the effective date of termination shall be non-refundable, and CONTRACTOR will no longer have any obligation to provide Services to OWNER for the Products pursuant to this Contract. In addition, CONTRACTOR will be entitled to reject all or part of any orders received from OWNER after notice but prior to the effective date of termination. By 30 days from the effective date of termination, OWNER will return or destroy all copies of the Confidential Information. At the request of CONTRACTOR, the president or the equivalent officer of OWNER will certify in writing that OWNER has complied with its obligations hereunder.

11.5 Survival of Terms.

The following Sections will survive any expiration or termination of this Contract for whatever reason:

Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), 6 ("Support for End of Life"), 7 ("Audit for Compliance"), 8 ("Return Process"), 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure") 10 ("Warranty"), 11.4 ("Effect of Termination"), 11.5 ("Survival of Terms"), 12 ("No Consequential Damages"), 13 ("Limitation on Liability"), and 14 ("Miscellaneous").

12. Miscellaneous.

12.1 Notices.

Any notices permitted or required under this Contract will be in writing and will be deemed given when delivered in person, by overnight courier upon written verification of receipt, by confirmed facsimile, or by certified or registered mail, return receipt requested, five (5) days after deposit in the mail. Either party may change its address by giving written notice of such change in the manner provided. Notices to CONTRACTOR shall be sent to: Extreme Networks, Inc., 6480 Via Del Oro, San Jose, CA 95119, Attention: Legal Department, Fax: (408) 579-3000.

12.2 Assignment.

This Contract may not be assigned by OWNER by operation of law or otherwise without the prior written approval of CONTRACTOR. CONTRACTOR's rights and obligations, in whole or in part, under this Contract may be assigned or delegated by CONTRACTOR to any affiliated OWNER or subsidiary or in connection with a merger, reorganization, consolidation or sale of all or substantially all of CONTRACTOR's assets. This Contract shall bind and inure to the benefit of the parties and their successors and permitted assigns.

12.3 Waiver; Severability.

The waiver by either party or a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of this Contract shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Contract unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

12.4 Injunctive Relief.

It is expressly agreed that a violation of Sections 4.3 ("Restrictions on Copying and Reverse Engineering"), 4.4 ("No Removal of Markings"), or 9 ("Ownership of Intellectual Property Rights; License; Non-Disclosure") of this Contract could cause irreparable harm to CONTRACTOR and that a remedy at law could be inadequate. Therefore, in addition to any and all remedies available at law, CONTRACTOR will be entitled to seek injunctive relief or other equitable remedies in the event of any threatened or actual violation of any or all of the provisions hereof.

12.5 Controlling Law Venue.

This Contract shall be governed in accordance with the laws of the State of Nevada. Any legal action brought pursuant to the Contract shall be brought only in the State or Federal courts of Nevada and shall be initiated within a period of one (1) year following the discovery by the party bringing such action of the event giving rise to the cause of action. Both Parties waive any objection to the personal jurisdiction of such courts.

12.6 Timing of Disputes.

All disagreements or controversies of any kind whether claimed in tort, contract or otherwise concerning this Contract shall be brought within one (1) year after the occurrence of the event giving rise to the disagreement or controversy.

12.7 No Agency.

Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

12.8 Export.

OWNER acknowledges that it must comply with all applicable laws and regulations of the United States that may restrict the export, re-export, or transshipment of certain commodities and technical information, including the Products, the Services and technical information relating thereto, in any medium. OWNER will obtain and maintain all approvals and licenses, including export licenses, permits and authorizations, from the appropriate governmental authorities as may be required to enable OWNER to fulfill its obligations under this Contract and shall comply with all applicable laws, rules, policies and procedures of the United States government. OWNER acknowledges that, unless prior written authorization is obtained from the relevant authorities in the United States, it will not export, re-export, or transship, directly or indirectly, any Products, Services or technical information related thereto, in any medium that would be in contravention to any applicable laws and regulations of the United States then in effect. OWNER's obligations pursuant to this Section shall survive and continued after any termination of rights under this Contract.

12.9 Force Majeure.

Neither party will have the right to claim damages if this Contract is terminated as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Contract), including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, natural disasters, governmental action or terrorism.

**EXHIBIT C
CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES
CBE-1167**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT.

1. **Format/Time:** The CONTRACTOR, shall provide Owner with Certificates of Insurance, per the sample format provided, as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) calendar days** after the award by the Owner. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The Owner requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the Owner.
3. **OWNER Coverage:** The Owner, its officers, employees, agents and volunteers must be expressly covered as additional insureds except on workers' compensation and **professional liability insurance** coverages. The CONTRACTOR's insurance shall be primary as respects the Owner, its officers, employees, agents, and volunteers.
4. **Endorsement/Cancellation:** The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR's contractual obligation of additional insured to Owner and must note that the Owner will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. **Workers' Compensation:** Workers' compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. **Employers' Liability:** Employers' liability with a minimum limit of \$1,000,000.
7. **Automobile Liability:** Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off **the construction site(s)**. Minimum limits per occurrence (accident) that you are required to maintain are:

a.	Bodily Injury	\$1,000,000.	per occurrence
and b.	Property Damage	\$1,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$1,000,000.	Combined single limit
8. **Commercial Liability:** Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and subCONTRACTOR, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with limits not less than:

Bodily Injury and Property Damage Combined:	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
9. **Umbrella Liability:** Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employers' liability and general liability coverages in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.

It is further required that all insurance be on an **occurrence basis** and not a *claim made* basis.

These are **minimum requirements**. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with **prior** to starting any work or services on your project.
10. **Professional Liability:** Professional liability insurance shall not be less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the Owner.

11. Technology Professional Liability Insurance: Insurance appropriate to the CONTRACTOR's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
12. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the Owner.
13. Insurance Limits: If the Contractor maintains broader coverage and/or higher limits than the minimum shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
14. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
15. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
16. Cost: The successful CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the Contract price(s).
17. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
18. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONTRACTOR's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - (G) Products- Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Umbrella Liability / Excess Liability
 - (L) Each Occurrence (\$5,000,000)
 - (M) Aggregate (\$5,000,000)
 7. Workers' Compensation
 8. Description: Contract Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County
c/o Department of Aviation
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 10. Authorized Agent Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS INSURED 2. NAME, ADDRESS, PHONE AND FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE</td> <td>FAX (A/C. No.):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : 3. BEST'S RATING</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C : COMPANY'S BEST KEY RATING</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E : A-VII or BETTER</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE	FAX (A/C. No.):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : 3. BEST'S RATING	NAIC #	INSURER B :		INSURER C : COMPANY'S BEST KEY RATING		INSURER D :		INSURER E : A-VII or BETTER		INSURER F :	
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INSURER D :																					
INSURER E : A-VII or BETTER																					
INSURER F :																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
4.	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
			DAMAGE TO RENTED				\$	
			MED EXP (Any one person)				\$	
			PERSONAL & ADV INJURY				\$(E) 1,000,000	
			GENERAL AGGREGATE				\$(F) 2,000,000	
			PRODUCTS - COMP/OP AGG				\$(G) 2,000,000	
5.	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED			(H)	(I)	(J)	COMBINED SINGLE LIMIT	\$(K) 1,000,000
			BODILY INJURY (Per person)				\$	
			BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE				\$	
							\$	
6.	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$(L) 5,000,000
			AGGREGATE				\$(M) 5,000,000	
							\$	
7.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
			E.L. EACH ACCIDENT				\$ 1,000,000	
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- DESCRIPTION: CBE No. 1167 - CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE, MAINTENANCE, AND SERVICES ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

9. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY C/O DEPARTMENT OF AVIATION 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111 1005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10. AUTHORIZED REPRESENTATIVE
---	---

NAMED INSURED:		
POLICY PERIOD:	TO	ENDORSEMENT EFFECTIVE DATE:
CONTRACT NO.	TITLE:	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above) Policy No: _____

General Liability - (as per form above) Policy No.: _____

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

SECTION II

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Authorized Agent (print name)

Signature

Date

**EXHIBIT D
CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES
CBE-1167**

CONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY: (You MUST select one)

The above referenced firm is a MBE WBE PBE SBE VET DVET ESB NBE LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

VETERAN OWNED BUSINESS ENTERPRISE (VET): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET): A Nevada business at least 51 percent owned/controlled by a disabled veteran.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved in to Nevada law during the 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE): An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

**EXHIBIT E
CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES
CBE-1167**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB or NBE subcontractors in association with this Contract. Please indicate if the entity is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), or Nevada Business Enterprise (NBE).

If more than four (4) subcontractors will be used, please submit additional copies of this form.

N/A: No subcontractors are being used. In the event this changes, Extreme will notify Clark County, NV and complete this form.

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: MBE WBE PBE SBE VET DVET ESB NBE
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

Please indicate here if no MBE, WBE, PBE, SBE, VET, DVET, ESB nor NBE subcontractors will be used.

**EXHIBIT F
CONTRACT FOR PURCHASE OF HARDWARE, SOFTWARE,
AND MAINTENANCE AND SUPPORT SERVICES
CBE-1167**

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BOCC") in determining whether members of the BOCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BOCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation, and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, Overton, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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Business Designation Group (Please select all that apply) N/A

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
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Number of Clark County Nevada Residents Employed: 5

Business Information:

Corporate/Business Entity Name:	Extreme Networks, Inc.	
(Include d.b.a., if applicable)		
Street Address:	6480 Via del Oro	Website: extremenetworks.com
City, State and Zip Code:	San Jose, CA 95119	POC Name: Brian Rupiper
Telephone No:	603-952-5226	POC Email: brupiper@extremenetworks.com
		Fax No: 408-904-7002
Nevada Local Street Address: (If different from above)	N/A	Website:
City, State and Zip Code:		Local POC Name:
Local Telephone No:		Local POC Email:
		Local Fax No:

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Ed Meyercord - CEO, Board of Dir.		
Remi Thomas - CFO	Ed Kennedy - Board of Dir.	
Joe Vitalone - Chief Revenue Officer	Kathleen Holmgren - Board of Dir.	
John Shoemaker - Board of Dir.	Raj Khanna - Board of Dir.	
Charles Carinalli - Board of Dir.	Ingrid Burton - Board of Dir.	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Paul Semak
 Signature
 Americas, SVP Sales
 Title

Paul Semak
 Print Name
 February 10, 2022 | 11:52:40 AM PST
 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

List any disclosures below:
 (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

EXHIBIT G
FEDERALLY REQUIRED CONTRACT PROVISIONS
CLARK COUNTY DEPARTMENT OF AVIAITON
CLARK COUNTY, NEVADA

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EXHIBIT G
FEDERALLY REQUIRED CONTRACT PROVISIONS

GENERAL NOTES

For purposes of this Exhibit G, the term "Contract" includes subcontracts.

The Contractor (including all subcontractors) shall insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The Contractor is responsible for compliance with these contract provisions by any subcontractors, lower-tier subcontractor or service provider.

CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHT – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B. Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- C. Title VI List of Pertinent Nondiscrimination Acts and Authorities
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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Business Designation Group (Please select all that apply) N/A

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
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Number of Clark County Nevada Residents Employed: 5

Business Information:

Corporate/Business Entity Name:	Extreme Networks, Inc.	
(Include d.b.a., if applicable)		
Street Address:	6480 Via del Oro	Website: extremenetworks.com
City, State and Zip Code:	San Jose, CA 95119	POC Name: Brian Rupiper
Telephone No:	603-952-5226	POC Email: brupiper@extremenetworks.com
		Fax No: 408-904-7002
Nevada Local Street Address: (If different from above)	N/A	Website:
City, State and Zip Code:		Local POC Name:
Local Telephone No:		Local POC Email:
		Local Fax No:

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Ed Meyercord - CEO, Board of Dir.		
Remi Thomas - CFO	Ed Kennedy - Board of Dir.	
Joe Vitalone - Chief Revenue Officer	Kathleen Holmgren - Board of Dir.	
John Shoemaker - Board of Dir.	Raj Khanna - Board of Dir.	
Charles Carinalli - Board of Dir.	Ingrid Burton - Board of Dir.	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Paul Semak
 Signature
 Americas, SVP Sales
 Title

Paul Semak
 Print Name
 February 10, 2022 | 11:52:40 AM PST
 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative