

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>STATEWIDE CONTRACT AMENDMENT</b>	
	Contract No.:	05819
Extreme Networks, Inc. 2121 RDU Center Drive STE 300 Morrisville, NC 27560-6251	Amendment No.:	1
	Effective Date:	4/1/2023

**FIRST AMENDMENT  
TO  
STATEWIDE CONTRACT 05819  
FOR  
DATA COMMUNICATIONS**

This first Amendment (“Amendment”) to Contract No. 05819 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services (DES), a Washington State governmental agency (“State”) and Extreme Networks, a Delaware corporation (“Contractor”) and is dated as of April 1, 2022.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 05819 for Data Commutations dated effective as of April 1, 2022 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** Section 2 has been replaced in its entirety and is replaced with the following:

The term of this Statewide Contract is twelve (12) months, commencing April 1, 2023, and ending April 1, 2024; *Provided*, however, that if Contractor is not in default and if, by February 1, 2024, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals. If Contractor does not satisfactorily meet the performance-based requirements outlined below, during any quarter of the contract term, Department of Enterprise Services (DES) reserves the right to review Contractor’s performance and terminate this Participating Addendum if necessary. To earn the performance-based Statewide Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Contractor Representations and Warranties	Maintain 100% compliance with all representations and warranties as listed in § 3.5 of this Statewide Contract.
Representative changes	Changes to sales, reporting, and fiscal representatives, must be reported to DES within thirty (30) calendar days of such changes.
Insurance Endorsements:	Timely provide to DES at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Statewide Contract.
Vendor Management Fee:	Timely remit to DES, with a 100% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) days of invoice from DES. If Contractor is delinquent in timely paying the VMF over the Statewide Contract term, DES reserves the right to terminate this Participating Addendum.
Statewide Contract Sales Reports:	Timely provide to DES, with 100% on time rate over the contract term, the required Statewide Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports over the Statewide Contract term, DES reserves the right to terminate this Participating Addendum.

2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Statewide Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter this

Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**EXTREME NETWORKS**  
**A DELAWARE CORPORATION**

By: Pete Brant  
 Name: Pete Brant  
 Title: SVP US Sales  
 Date: March 14, 2023 | 8:13:47 AM PDT

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Kim Kirkland  
 Name: Kim Kirkland  
 Title: IT Procurement Supervisor  
 Date: 3/13/2023