

OPTION LETTER

Date: 07/23/2016	Original Contract CMS #: 73320	Option Letter # 1	CMS Routing # 92998
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1) **OPTIONS:** Option to renew only.

2) **REQUIRED PROVISIONS:**

In accordance with the **Participating Addendum, Exhibit A, Section 3.C, Term, States option to extend between the State of Colorado, Department of Personnel and Administration, State Purchasing and Contracts Office, ("State") and Extreme Networks Inc. ("Contractor")**, the State hereby exercises its option for an additional term beginning **09/01/2016** and ending on **05/31/2019** at the same rates and same terms specified in the original Participating Addendum, **20516YYY72**, as amended.

3) **EFFECTIVE DATE:** The effective date of this **Option Letter** is upon approval of the State Controller or others delegated.

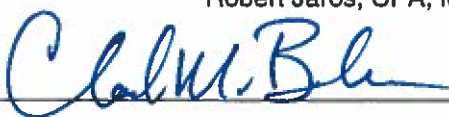
STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Department of Personnel and Administration
June Taylor, Executive Director

By:  Date: 8/11/16
Cindy Lombardi, State Purchasing and Contracts Director

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This **Option Letter** is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:  Date: 8/11/16

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<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Personnel and Administration June Taylor, Executive Director</p> <p>By: <u><i>Cindy Lombardi</i></u> Date: <u>8/10/14</u></p> <p style="text-align: center;">Cindy Lombardi, State Purchasing and Contracts Director</p>
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<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p>	
By: <u><i>Robert Jaros</i></u>	Date: <u>8/11/16</u>



STATE COOPERATIVE CONTRACT
State of Utah, Division of Purchasing & General Services

AMENDMENT # 1 to CONTRACT # AR1470

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract between the State of Utah, Division of Purchasing & General Services, referred to as STATE, and, Extreme Networks, Inc., (formerly known as Enterasys Networks, Inc.), referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

June 1, 2014 (original starting date of contract)

May 31, 2019 (current ending date)

May 31, 2019 new ending date

Other changes to the contract include:

1. CONTRACT SERVICES ASSIGNED TO ASSIGNEE (Brief Description):

Enterasys Networks, Inc. assigns all of its' rights and obligations under State of Utah -- State Cooperative Contracts, Contract Number AR1470, to Extreme Networks, Inc., which includes the ability for Extreme Networks, Inc. to provide Data Communications Equipment and associated OEM Maintenance and Training for the Products included in Contract Number AR1470 to Participating Entities. See Attached Consent Letter dated May 30, 2014 from Extreme Networks, Inc.

Effective Date of Amendment: July 1, 2014

The Terms and Conditions still apply to the Contract. All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

[Signature]
Signature

ALLISON AMADIA,
VP General Counsel & Corporate Secretary
Type or Print Name and Title

June 25, 2014
Date



STATE

Kent Beers
Director, Division of Purchasing & Gen. Svs.

6/30/14
Date

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR1470

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

Enterasys Networks, Inc.

Name		
<u>9 Northeastern Blvd.</u>		
Address		
<u>Salem</u>	<u>NH</u>	<u>03079</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Michael Swierk Phone #603-952-6909 Fax # 603-952-6909 Email

mswierk@extremenetworks.com

Federal Tax ID# 04-2797263 Vendor #VC0000114009 Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B – Scope of Work.

Enterasys is authorized to provide equipment and services in the following categories:

- 5.2.2 Networking Software
- 5.2.5 Routers
- 5.2.6 Security
- 5.2.8 Switches
- 5.2.9 wireless

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C

PAYMENT TERMS: Net 30

DAYS REQUIRED FOR DELIVERY: 30 days ARO

MINIMUM ORDER: N/A

FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: Standard Contract Terms and Conditions, State Cooperative Contract

ATTACHMENT B: Scope of Work

ATTACHMENT C: Product Offerings and Pricing

ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

PA w/TERM

- A. Initial Term-Work Commencement.** The Parties' respective performances under this Price Agreement shall commence on the later of either the Effective Date or **September 1, 2014**. This Price Agreement shall terminate on **August 31, 2016**, unless terminated sooner or extended further as specified elsewhere herein.
- B. Order Terms.** Orders shall be placed consistent with the terms of this Price Agreement during the term specified above. Orders must be placed pursuant to this Price Agreement prior to the termination date hereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Price Agreement. Notwithstanding the expiration or termination of this Price Agreement, the Contractor agrees to perform in accordance with the terms of any Orders outstanding at the time of such expiration or termination. Price Agreement provisions required to implement and govern Order performance shall survive Price Agreement termination until all outstanding Orders have been completed or terminated in accordance with this Price Agreement.
- C. State's Option to Extend**
- i.** The State shall have the option to unilaterally require continued performance of the Contractor for a period of up to four (4) renewal years at the same rates and same terms specified in the Price Agreement or as amended. If the State exercises its option(s), it shall provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit 1 (Sample Option Letter)**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into, this Addendum. The total duration of this Addendum, including the exercise of any options under this clause, shall not exceed **five (5) years**, unless authorized in writing by the State Purchasing Director. Continuation of this Price Agreement beyond the initial term is a State option and not a right of the Contractor. The State shall exercise this option only when such continuation is clearly in the best interest of the State.
- ii.** If the WSCA-NASPO Master Agreement is extended beyond the original five (5) year term, the State, upon authorization from the State Purchasing Director may choose to extend co-terminously in a form substantially equivalent to Exhibit 1 (Sample Option Letter) upon approval by Contractor.

4. STATEMENT OF WORK

- A. Completion.** Contractor shall complete the Work and its other obligations as described herein and in accordance with any Order issued by an Ordering Entity. The State shall not be liable to compensate Contractor for any Work performed on an Order placed prior to the Effective Date or after the termination of this Addendum. Further, the State shall not be held liable to compensate Contractor for any Work performed on an Order placed by a non-State Ordering Entity.
- B. Employees.** All persons employed by Contractor or Subcontractor's to perform Work under this Addendum shall be Contractor's or Subcontractor's employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Addendum.
- C. Pricing and Price Changes.** The SPO reserves the right to publish any pricing on the State Price Agreements web location, for use by Ordering Entities. Except to the extent otherwise agreed within a Price Agreement, pricing changes shall be as defined in the WSCA-NASPO Master Agreement
- i.** Contractor shall request any price increase in writing to the SPO at least 60 days prior to the anticipated increase, and such request shall justify the increase by describing verifiable Contractor cost increases. Such requests shall contain complete documentation, and cost justifications may be based on Producer Price Index, Consumer Price Index, or similar industry pricing guides. Such price changes must be accepted by the SPO and shall become effective only by amendment of this Addendum. However, Contractor shall make any price decreases immediately applicable to Ordering Entities placing Orders after the date of Contractor's request to change pricing.

CONTRACT ROUTING SUMMARY

Vendor: Extreme Networks Inc

Date: 07/26/2016

Category: Data Communications

CMS #: 92998

Contract Transaction: Renewal (Option Letter #1)

Documents submitted with Contract Transaction:

1. 2 SPO signed Option Letters
2. CMS Record Screenshot
3. SOS Confirmation of Good Standing (attached to CMS record)
4. Participating Addendum (attached to original CMS record)
5. Master Agreement (attached to original CMS record)

Comments:

Both CMS records are linked together. Refer to original CMS # 73320 to obtain all the documents referenced above.

Please return executed copies to Greg Draughon

* need updated col