

FY17 Solutions Rebate Program for Gold, Platinum, and Diamond Partners

Extreme Networks rewards its channel partners who have demonstrated dedication to selling and delivering Extreme Networks solutions. Extreme is introducing a solutions rebate program to the EPN Partner Program (referred to herein as the “Program”) which is designed to drive partners’ sales growth and increase profitability.

SOLUTIONS REBATE PROGRAM TERMS: July 1, 2016 to June 30, 2017 (the “Program Period”)

Eligibility

- EPN Partners in good standing that have been **officially designated Diamond, Platinum, and Gold levels** before October 1, 2016 are deemed “Eligible Partners” to participate in this program.
- Partners that will **be upgraded to Gold, Platinum, or Diamond Level** will also be deemed “Eligible Partners” to participate in this Rebate Program in the following quarter after the upgrade is effective.
- Partners with a provisional **Gold, Platinum, or Diamond Level** designation are **NOT eligible** to participate in the program.

Rebate Goal

The intent of the solution based rebate is to **incent our partners to position all of our portfolio and** to be aligned with Extreme Networks’ solution sales strategy. It will also drive partners to sell additional solutions in one quarter. The goal of this program is to **increase the partner’s predictability and their bottom line profitability.**

Rebate Structure

- Extreme Networks will publish a set of strategic SKUs (**see list of eligible SKUs attached**).
- Eligible partners will receive a back end rebate on all eligible SKUs according to the model below.

Rebate Measurement & Payout Process:

- Program achievement will be measured after the close of a quarter. Each quarter shall be treated as a separate eligibility period for purposes of threshold attainment consideration by Extreme.
- Eligible SKUs are defined in this document. Extreme reserves the right to change the eligible SKUs each quarter.
- Rebate calculations will be determined from distribution Point of Sale (POS) reports on product revenue and cloud subscription billings and applies to all eligible SKUs within one quarter.
- Rebates will be paid bi-annually within 60 days after close of 2 consecutive quarters.
- Back-end rebates may be issued through a bank draft/ check or wire transfer paid directly to the partner’s bank account as identified by the partners’ principal business owner or financial officer. The method of payment may vary depending on the partner’s country of location.
- If a partner has an open Accounts Receivable balance with Extreme, this will be offset first before any rebates are being paid out.

FY17	SOLUTION REBATE (ON ALL ELIGIBLE SKUS)			
Partner Level	ExtremeWireless	ExtremeManagement	ExtremeControl	ExtremeAnalytics
Diamond	5.0%	5.0%	5.0%	5.0%
Platinum	4.0%	4.0%	4.0%	4.0%
Gold	3.0%	3.0%	3.0%	3.0%
Wireless Specialized (Diamond)	7.5%	5.0%	5.0%	5.0%
Wireless Specialized (Platinum)	6.0%	4.0%	4.0%	4.0%
Wireless Specialized (Gold)	4.5%	3.0%	3.0%	3.0%

Program Requirements and Enrollment:

- Partner must be recognized by Extreme Networks as an officially designated Gold, Diamond, or Platinum Level partner.
- Partner must be compliant on all training requirements according to their program level as defined in the partner program guide.
- Prerequisite: Partner must achieve 80% of revenue based on half of the yearly partner program revenue threshold within the 6-months measurement period to be eligible for the program.
- Partner must adhere to all terms and conditions outlined in this document to receive the rebate program benefits under the program terms herein.

Terms and Conditions

- Eligible Partners in good standing have to meet all programmatic requirements as designated in the applicable Extreme Networks Partner Program Guide or contract for their Partner Program level to participate in this program.
- By attaining eligibility status as noted above, partners are eligible to receive the rebate promotion program benefits (“Benefits”).
- Revenue goals, attainments and payouts will be measured and paid in USD. Sales outside of the designated currency will not count toward goal achievement or payout.
- Revenue attainment and applicable rebates are calculated/accrued as of the ship date pursuant to Extreme Networks point of sale reporting within the eligible program period.
- Revenue goals attainment is measured solely from distributor POS reports for end customer sales. For example, Partners’ purchase of product for internal use, demo equipment, spares are not eligible towards attainment or rebate.
- Part numbers must ship complete within the measurement period in order to be eligible for payout.
- Rebates are based on a defined percentage which is calculated off the Extreme Networks Point of Sale Reports for Net Revenue of eligible product transactions.
- Minimum rebate payment is \$500USD. Rebates below this threshold will not be paid and will expire immediately.
- Rebate attainment will be communicated with the partner via email.
- The rebate for all eligible transactions will be sent directly to the channel partner within 60 days after 2 consecutive quarters. This is subject to Extreme Networks having the

correct remittance information for the channel partner. (The rebate may be paid through a third party acting as Extreme Networks paying agent).

- Once a Partner provides the required banking information (Bank Name, IBAN/SWIFT number, Beneficiary Account name, Beneficiary account number), the rebate will be paid within 60 days of the end of the eligible payout period. Partners have up-to 30 days to dispute a rebate payment that has been issued by Extreme Networks.
- Partner will forfeit rebate payment or entitlement thereto if the program T&Cs have not been adhered to.

Eligible Transactions:

- Eligible transactions are defined as all product transactions of the promotional SKUs and cloud subscription SKUs, excluding renewals and other services.
- All Extreme Networks product transactions closed within the defined parameters herein.
- Transactions closed using special discounting (Discount Approval for Non-Standard Pricing) and low profitability may be deemed ineligible from Program entitlement in Extreme’s sole discretion.
- Transactions closed that are considered fulfillment transactions only and have been referred by Extreme Networks to the partner may be deemed ineligible from Program entitlement in Extreme’s sole discretion.

Non-Eligible Transactions:

Opportunities with the following characteristics are non-eligible:

- All demo, proof of concept, or lab gear purchases.
- All services and support transactions.
- Transaction eligibility is further conditioned upon Extreme’s ability to provide a rebate depending upon prohibitions per applicable law. In no event shall a channel partner be eligible to receive a rebate on any transaction that Extreme would otherwise be prohibited from issuing per applicable law, which shall be determined in Extreme’s sole discretion. All program benefits are subject to Extreme Networks validation ensuring channel partner status and transactions are valid and meet the program Terms and Conditions.

The Program terms, conditions, and benefits are subject to change at the sole discretion of Extreme Networks. Eligible Channel Partners who wish to participate in this Extreme Networks Rebate Program must agree to all terms and conditions outlined in this document as a condition of being eligible to receive Program benefits.

FY17 Solutions Rebate Program - Eligible Product SKUs

Please refer to the most recent list for eligible part numbers posted on PartnerNet.

Disclaimer

In no event shall any participant disclose to any third party, without Extreme Networks express consent, details about the program or related benefits provided by Extreme Networks to its participants. Such unauthorized disclosures may subject the violating participant to disciplinary action by Extreme Networks, which may include a curtailing of benefit eligibility hereunder and/or termination of membership in this and other partner programs.

No warranties are made by Extreme Networks in connection with this offer. To the maximum extent permitted by applicable law, Extreme Networks disclaims any implied warranties, including, without limitation, any implied warranties of merchantability and fitness for a particular purpose. In no event will Extreme Networks be liable for any consequential, incidental, special or indirect damages hereunder. Extreme networks aggregate liability to a given participant hereunder shall be limited to the value of the quarterly rebate payment, if any, approved for such participant under the program for only the specific quarter in which

any dispute arose. The foregoing limitations shall apply to the maximum extent permitted by applicable law, regardless of whether Extreme Networks has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose. Offer void where prohibited.

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