



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

OETC-22B-Networking

OETC Volume Price Agreement

This Contract is made and entered into by the Organization for Educational Technology and Curriculum (OETC), 471 High Street SE, Suite 10-Creekside, Salem, OR 97301 and Extreme Networks, Inc. (hereinafter "Contractor").

I. Contractor Information

<u>Extreme Networks, Inc.</u> Company Name	<u>2121 RDU Center Drive</u> Street Address
<u>77-0430270</u> Tax Identifier	<u>Morrisville, NC 27560</u> City, State ZIP
<u>Michael Swierk</u> Contract Contact	<u>mswierk@extremenetworks.com</u> Email
<u>603-952-5221</u> Phone Number	

II. Contract Details

Effective Date:	<u>February 8, 2022</u>
Expiration Date:	<u>February 7, 2025</u>
Renewal Options:	<u>Three (3) years</u>
Products Awarded:	<u>Networking products and services</u>
Payment Terms:	<u>Net 30</u>
Minimum Order:	<u>No minimum</u>
Freight Terms:	<u>F.O.B.</u>
Administrative Fee:	<u>.5% - 1%</u>
Contractor SPIN Number:	<u>See attached reseller exhibit.</u>

III. Terms and Conditions

A. General Terms and Conditions

1. **Term and Termination.** This Contract becomes effective on the Effective Date specified in §II Contract Details. No party shall perform work under this Contract before the effective date. An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. At that time, work under the contract may begin.

Unless earlier terminated as provided below, this Contract shall continue through the termination date specified in §II Contract Details.

This Contract may be renewed for up to an additional three years by an amendment signed by both parties.

2. **Cooperative Purchasing.** Pursuant to ORS 279A and the OETC procurement procedures, other public agencies may purchase the awarded goods and services from the awarded Contractor(s), under the terms and conditions of this contract.
3. **Administrative Fee.** The administrative fee is set in § Contract Details.
 - a. Contractor will pay an administrative fee on all sales pursuant to this contract.
 - b. The administrative fee must be included in the line item's sales price, and not presented as a separate line item.
4. **Administrative Fee Sales Report.** The Administrative fee will be based on total contract sales, which must be reported quarterly by the Contractor.
 - a. OETC will provide a template for reporting the sales.
 - b. Each sales report must identify every authorized purchaser by name and its total combined sales amount invoiced during the reporting period.
5. **Contract Sales Report Due Date.** Reports must be submitted electronically within 30 days after the end of the calendar quarter.

For sales invoiced during	Due date
CY Q1 (January / February / March)	April 30
CY Q2 (April / May / June)	July 31
CY Q3 (July / August / September)	October 31
CY Q4 (October / November / December)	January 31

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

6. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below.
 - a. Terms and Conditions
 - b. Attached Exhibits
 - c. Amendments to this Contract signed by both parties
 - d. Customer's purchase order
7. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of OETC within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). The contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Contract.
8. **Subcontracts and Assignment.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OETC contract administrator.
9. **Resellers Allowed.** The Contractor may assign its fulfillment rights and obligations of this Agreement to one or more resellers.
 - a. Contractor may propose adding or removing resellers throughout the lifetime of this Contract.
 - b. Proposed reseller additions must be approved by OETC's Contract Administrator before taking effect.
10. **Successors in Interest.** This Contract shall bind and convey to the benefit of the parties, their successors, and approved assigns if any.
11. **Delivery.** The prices are the delivered price to any customer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor.

Delivery charges may be added for:

 - a. Shipping to Alaska and Hawaii
 - b. Expedited shipping at the request of the customer

- c. Shipping charges may be charged when the charges, combined with special pricing discounts create overall savings greater than what is required by Exhibit A.
- 12. **Invoice with shipment.** Contractor and its resellers may not submit an invoice for payment until the order is fulfilled either electronically or F.O.B Destination.
- 13. **Leasing.** Individual OETC Members may enter into lease agreements for the products covered in this Contract.
- 14. **Force Majeure.** Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, pandemics, and/or war that is beyond that party's reasonable control. OETC may terminate this Contract after determining such delay or default will reasonably prevent the successful performance of the Contract.
- 15. **Compliance with Applicable Law.** For the products and services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.
- 16. **Indemnification.** Contractor shall defend and indemnify OETC, its officers, directors, employees, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against OETC for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors related to Contractor's performance under this Contract. Contractor's indemnification of OETC extends to conditions created by this Contract or based upon a violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to OETC. Contractor's indemnification of OETC shall not apply to damage, injury, or death caused by the negligent actions of OETC, its officers, directors, employees, or agents. OETC must promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
- 17. **Governing Law and Venue.**
 - a. For disputes between OETC and Contractor or its reseller partners, this Contract shall be governed by, construed, interpreted and enforced solely in accordance with the laws of the state of Oregon and the venue of any action shall lie in the appropriate federal or state courts located in the state of Oregon.
 - b. For disputes between the OETC Member and the Contractor or its reseller partners, this contract shall be governed by, construed, interpreted and enforced solely in accordance with the laws where the OETC member resides.
- 18. **Severability.** Waiver of any default or breach under this Contract by OETC does not constitute a waiver of any subsequent default or a modification of any other provisions of

this contract. If any term provision of this contract is declared by court of competent jurisdiction to be legal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid

19. **Survivability.** The following rights and duties of OETC and Contractor will survive the expiration or cancellation of the Contract. These rights and duties include, but are not limited to paragraphs: Indemnification, Governing Law, Jurisdiction and Venue and Admin Fees.
20. **Amendments.** Any amendments consents to or waivers of the terms of this Contract must be in writing and signed by both parties.
21. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is the final and entire agreement. As the final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
22. **Notices.** If one party is required to give notice to the other under this Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission or email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to OETC shall be addressed as follows:

OETC c/o Contract Administrator
PO Box 1083
Salem, Oregon 97301

B. Products and Pricing

1. **Price Guarantee and Discounts.**
 - a. Contractor and their assigned resellers (if applicable) certify the lowest price offered to an OETC member is available on the OETC contract.
 - b. Discounts must remain firm or further increased during the term of this Contract.
 - c. At the discretion of the contractor or its resellers, further discounts may be offered on a case-by-case basis to OETC members.
2. **Discontinued Products.** If a product or model is discontinued by the manufacturer, the Contractor may substitute a new product or model if the replacement product meets or

exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

3. **New Products/Services.** New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract.

Signature

I have read this Contract and the attached exhibits if any. I certify that I have the authority to sign and enter into this contract on behalf of the party I represent and agree to be bound by its terms.

Extreme Networks, Inc.

**Organization for Educational
Technology and Curriculum**

Paul Semak
Name

Thomas Richards
Name

SVP Sales
Title

Executive Director
Title

Paul Semak
Signature


Signature

February 25, 2022 | 4:01:33 AM PST
Date

2/25/22
Date

Exhibit 1 - Category Pricing

OETC-22B-Networking

		OETC Admin Fee for Single Transaction Amounts			
		1%	1%	0.80%	0.50%
Manufacturer	Category	% off of Education MSRP by Single Transaction Amount			
		\$0 - \$99k	\$100k - \$499k	\$500k - \$999k	\$1M+
Extreme Networks	Wireless Network Equipment	*38%	*38%	*38%	*38%
Extreme Networks	Wired Network Equipment	*38%	*38%	*38%	*38%
	Content Distribution Equipment				
		*12% Hardware maintenance	*12% Hardware maintenance	*12% Hardware maintenance	*12% Hardware maintenance
		*6% Software maintenance	*6% Software maintenance	*6% Software maintenance	*6% Software maintenance
Extreme Networks	Support				
Extreme Networks	Subscriptions	*38%	*38%	*38%	*38%
	Rack Supplies				
	UPS / Power Backup				
	Traffic Manager				
	Service - IT Engineering services				
Extreme Networks	Service - Installation services	*10%	*10%	*10%	*10%
Extreme Networks	Services - Project Management	*10%	*10%	*10%	*10%
		*12% Hardware maintenance	*12% Hardware maintenance	*12% Hardware maintenance	*12% Hardware maintenance
		*6% Software maintenance	*6% Software maintenance	*6% Software maintenance	*6% Software maintenance
Extreme Networks	Services - Technical Support				
		*10% Network Management	*10% Network Management	*10% Network Management	*10% Network Management
Extreme Networks	Services - Managed Broadband				
	Cables - CAT 6				
	Cables - Fiber				
Extreme Networks	Accessories - Patch Panel	*38%	*38%	*38%	*38%

*** All discounts shown above for Category Pricing are based on a quantity one discount off MSRP. Incremental / volume discounts will be provided for opportunity based quoting under the contract.**

Exhibit 2 - Reseller Information

OETC-22B-Networking

Reseller					
Company Name		Tech Heads, Incorporated			
"DBA" (if applicable)		Tech Heads			
Company Street Address		7070 W Fir Loop			
City	Portland	State	OR	Zip	97223
Sales and Support	Name:	Landy Kindle		Notes, including territory restrictions We have 25+ technical support staff members that are available to support efforts across the Western region. The team is committed to continuing education and certifications necessary to maintain our partnerships and demonstrate our technical acumen customers and partners alike. Erate SPIN Number: 143048296	
	Title:	Director of Sales Operations			
	Email:	landyk@techheads.com			
	Phone:	503-639-8542			
Remit To / Payment	Name:	Lisa Hynson			
	Title:	Accounting Manager			
	Email:	ar@techheads.com			
	Phone:	503-639-8542			

Reseller					
Company Name		HarborTech Mobility, Inc			
"DBA" (if applicable)					
Company Street Address		22030 20th Ave SE Unit #101			
City	Bothell	State	WA	Zip	98021
Sales and Support	Name:	Don Bigelow		Notes, including territory restrictions HarborTech Mobility, Inc. has no geographical restrictions. They serve all of the Western US States and employs seven domestic sales employees and 6 engineers, as well as 11 engineers within our international department. Erate SPIN Number: 143036955	
	Title:	CRO			
	Email:	donb@htmobility.com			
	Phone:	425-327-3664			
Remit To / Payment	Name:	Nikki Munoz			
	Title:	Controller			
	Email:	nikkim@htmobility.com			
	Phone:	206-234-1669			

Reseller					
Company Name		Structured Communication Systems, Inc.			
"DBA" (if applicable)					
Company Street Address		12901 SE 97th Ave #400			
City	Clackamas	State	OR	Zip	97015
Sales and Support	Name:	Bill Tracy		Notes, including territory restrictions Structured sells across North America -Structured has fifteen (15) sales team members, as well as six (6) engineers that are focused on networking/wireless. Structured has sellers in all of the states listed, with the exception of Hawaii. While we do have a few clients there from a recent acquisition, it is the only State we are not aggressively pursuing opportunity in. Erate SPIN Number: 143008383	
	Title:	VP of Technology			
	Email:	btracy@Structured.com			
	Phone:	(800) 881-0962			
Remit To / Payment	Name:	Emmy Barnett			
	Title:	AP specialist			
	Email:	billing@structured.com			
	Phone:	(800) 881-0962			

Reseller					
Company Name		JT Tech			
"DBA" (if applicable)					
Company Street Address		13715 E. Kronquist Rd,			
City	Spokane	State	Wa	Zip	99217
	Name:	Brian Jacobson		Notes, including territory restrictions	

Sales and Support	Title:	President	JT Tech has the capability to cover customers in all OETC members States: Oregon, Washington, California, Alaska, Idaho, Montana, Nevada, and Hawaii. In addition, JT Tech has 5 plus team members supporting contracts from sales / services standpoint. Erate SPIN number: #143033100
	Email:	brian@jtechinc.net	
	Phone:	(509) 279-0543	
Remit To / Payment	Name:	Brian Jacobson	
	Title:	President	
	Email:	brian@jtechinc.net	
	Phone:	(509) 279-0543	

Reseller						
Company Name		Convergeone Inc				
"DBA" (if applicable)		ConvergeOne				
Company Street Address		5335 Meadows Rd #155				
City	Lake Oswego		State	OR	Zip	97035
Sales and Support	Name:	Brian Larson		Notes, including territory restrictions Convergeone Inc has the capability to cover customers in all OETC member States: Oregon, Washington, California, Alaska, Idaho, Montana, Nevada, and Hawaii. In addition, the Convergeone team has received several Extreme technology certifications under our solutions and product portfolio. Erate SPIN number: #143011994		
	Title:	Sales Director / Sr. NAM				
	Email:	blarson@convergeone.com				
	Phone:	503-502-9716				
Remit To / Payment	Name:	Matt Molitor				
	Title:	AR Specialist				
	Email:	MMolitor@convergeone.com				
	Phone:	651-796-6704				

Reseller						
Company Name		High Point Networks				
"DBA" (if applicable)						
Company Street Address		728 E. Beaton Dr, Ste. 200 ,				
City	West Fargo		State	ND	Zip	58078
Sales and Support	Name:	Mike Felton		Notes, including territory restrictions High Point Networks (HPN) currently has physical offices/locations in North Dakota, South Dakota, Minnesota, Montana, Colorado, Nebraska and Oklahoma with engineering resources distributed throughout our geographic footprint. We support our customers and their respective offices/locations not only across the US but globally. All of the HPN support for these customers is handled in-house including after hours and weekend support needs. With our professional services and		
	Title:	Account Manager				
	Email:	Mike.Felten@highpointnetwork.com				
	Phone:	406-281-7222				
Remit To / Payment	Name:	N/A				
	Title:	Accounting				
	Email:	accounting@highpointnetwork.com				
	Phone:	877-850-6459				

Reseller						
Company Name		CDW				
"DBA" (if applicable)						
Company Street Address		230 N. Milwaukee Ave.				
City	Vernon Hills,		State	IL	Zip	60061
Sales and Support	Name:	Jeff Hagen		Notes, including territory restrictions CDW can support all OETC Member States. CDW has 13 SAs (10 supporting SLED) totaling 49 Extreme certifications all together. E-rate SPIN Number: 143005588		
	Title:	Manager, Program Mgt.				
	Email:	Jeff.hagen@cdwg.com				
	Phone:	813.462.4055				
Remit To / Payment	Name:	Jeff Hagen				
	Title:	Manager, Program Mgt.				
	Email:	Jeff.hagen@cdwg.com				
	Phone:	813.462.4055				

Reseller	
Company Name	Konica Minolta Business Solutions USA, Inc
"DBA" (if applicable)	All Covered
Company Street Address	100 Williams Dr

City	Ramsey	State	NJ	Zip	7446
Sales and Support	Name:	Jonathan Reinhard	Notes, including territory restrictions All Covered can support all OETC Member States. All Covered has 30 support individuals who are certified on most major technology brands. E-rate SPIN Number: 143036352		
	Title:	IT Service Consultant			
	Email:	jreinhard@allcovered.com			
	Phone:	206-683-7710			
Remit To / Payment	Name:	KM Finance			
	Title:	Accounts Receivable			
	Email:	allcoveredaccountsreceivable			
	Phone:	201-934-5331			

Reseller					
Company Name		SHI International Corp			
"DBA" (if applicable)					
Company Street Address		290 Davidson Ave			
City	Somerset	State	NJ	Zip	7724
Sales and Support	Name:	Pete Gerbeby	Notes, including territory restrictions SHI supports all OETC Member States. SHI currently has 15 unique representatives that reside in the respective States that they support focused on K-12 EDU, Higher Education, and SLED. Erate SPIN Number: 143012572		
	Title:	Presales Partner Specialist			
	Email:	Extreme@shi.com			
	Phone:	732-652-3082			
Remit To / Payment	Name:	David Baum			
	Title:	Sr. Manager - Presales Network			
	Email:	david_baum@shi.com			
	Phone:	732-868-6070			

Reseller					
Company Name		Step CG			
"DBA" (if applicable)		525 W Fifth St #332			
Company Street Address		Covington, KY 41011			
City	Covington	State	KY	Zip	41011
Sales and Support	Name:	Nick Hughes	Notes, including territory restrictions Step CG has the capability to support customers in all OETC member States. In addition, the Step CG team has received several Extreme technology certifications under our solutions and product portfolio. Erate SPIN Number: 143044123		
	Title:	Account Executive			
	Email:	nhughes@stepcq.com			
	Phone:	208-794-1249			
Remit To / Payment	Name:	Nick Hughes			
	Title:	Account Executive			
	Email:	nhughes@stepcq.com			
	Phone:	208-794-1249			

Reseller					
Company Name		Data Path Inc.			
"DBA" (if applicable)					
Company Street Address		1415 J Street			
City	Modesto	State	CA	Zip Code	95354
Sales and Support	Name:	David Sturdivant	Notes, including territory restrictions Data Path Inc. has the capability to support customers in all OETC member States. In addition, the Data Path Inc. team has received several Extreme technology certifications under our solutions and product portfolio. Erate SPIN Number: 143032599		
	Title:	Vice President of Sales			
	Email:	dsturdivant@mydatapath.com			
	Phone:	209-312-9813			
Remit To / Payment	Name:	David Sturdivant			
	Title:	Vice President of Sales			
	Email:	dsturdivant@mydatapath.com			
	Phone:	209-312-9813			



Supplemental Agreements

The following supplemental terms and conditions are included as part of the agreement. These are common terms used to govern Extreme Networks product and service offerings.

Extreme Networks Warranty Policy

<https://cloud.kapostcontent.net/pub/81e691e2-516d-4c1f-ad4e-9f4d5a4a9d8a/extreme-standard-warranty-policy-terms-and-conditions?kui=OKaFycrLd41R77G1H23P1Q>

Extreme Networks Product Warranty Summary

<https://cloud.kapostcontent.net/pub/ee94442b-acf8-4567-90ab-c85e34950b7f/extreme-networks-product-warranty-summary-1?kui=LOpcJE75N8DhCGwzpt2f5w>

Extreme's End User License Agreement

<https://cloud.kapostcontent.net/pub/3cea3a27-431f-4d22-aff4-609b6dd6a6dc/end-user-license-agreement?kui=RWQrhDMFPQ3mjYarjbrnDg>

Extreme Terms of Support

https://cloud.kapostcontent.net/pub/deabf738-850c-466b-be71-ea4bdfa924db/terms-of-support-legal?kui=KP0docX_zR-Gk6INfyHhCw

Extreme End of Sale and End of Support policy

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

Extreme Cloud IQ Service Agreement

<https://cloud.kapostcontent.net/pub/d8ce1f80-fd71-4057-9844-3af9e9bbcd48/extremecloud-iq-service-agreement>

Extreme Professional Services Terms and Conditions

https://cloud.kapostcontent.net/pub/128f96c1-42f7-4202-a8cd-fa0745fcdf5d/professional-services-terms-and-conditions?kui=FenbYNw9fprqaN6j_zRI5g