

Extreme Management Center™

2018 Promotion

What is This Promotion?

This promotion, available to all Extreme Networks partners, offers various discounts on Extreme Management Center to migrate customers from heritage Avaya and Brocade network management solutions to equivalent Extreme Management Center SKUs. This promotion also includes incentives to any customer that would like to acquire Extreme Management Center for the first time or is looking to upgrade their existing Extreme Management Center installation to include ExtremeControl, ExtremeAnalytics, and Information Governance Engine.

1. Free Product Upgrade

- A free upgrade to an equivalent Extreme Management SKU (free offer applies to product SKUs only) is available to customers with the following products AND associated valid service contracts:
 - Fabric Orchestrator (formerly Avaya AFO)
 - Configuration and Orchestration Manager Plus (formerly Avaya COM Plus)
 - Visualization Performance and Fault Manager Plus (formerly Avaya VPFM Plus)
 - Visualization Performance and Fault Manager (formally Avaya VPFM) that is already End of Sale
 - Brocade Network Advisor (BNA) (some form of proof of purchase is required to take advantage for the promotion)

Notes:

- A valid/current maintenance contract on AFO/COM Plus/VPFM Plus is required to take advantage of the free product upgrade. A valid services contract number needs to be provided as part of the request to leverage the promotion on our Partner Portal.
- The existing maintenance contract on AFO/COM Plus/VPFM Plus will be canceled, and the prorated balance on the existing maintenance contract will be applied as a credit towards a new (mandatory) maintenance contract on the new Extreme Management Center SKU(s).
- This promotion does not include any special discounts on new maintenance contracts.
- This promotion does not include/cover hardware appliances.
- This promotion is not valid for AFO/COM Plus/VPFM Plus products purchased after the start date of this promotion.
- The Promotion cannot be combined with any other discounts or promotions that apply to Extreme Management Center product SKUs.

Notes:

- A valid/current maintenance contract on IDE/COM/VPFM, and some form of proof of purchase for BNA is required to take advantage of the discount. A valid services contract number, and for BNA the proof of purchase needs to be provided as part of the request to leverage the promotion on our Partner Portal.
- The existing maintenance contract on IDE/COM/VPFM will be canceled and the prorated balance on the existing maintenance contract will be applied as a credit towards a new (mandatory) maintenance contract on the new Extreme Management Center SKU(s).
- This promotion does not include any special discounts on new maintenance contracts.
- This promotion does not include/cover hardware appliances.
- This promotion is not valid for AFO/COM Plus/VPFM Plus products purchased after the start date of this promotion.
- The Promotion cannot be combined with any other discounts or promotions that apply to Extreme Management Center product SKUs.

3. Discount of 57% of the List Price to Partners

A total (recommended) discount of 57% off the list price to partners on Extreme Management Center product SKUs for customers that are new to Extreme Management Center or for customers looking to upgrade to ExtremeControl, ExtremeAnalytics and Information Governance Engine.

Examples of customers that fall into this category:

- Customers that have Avaya heritage management solutions but do not have a current/valid maintenance contract on them
- Customers that have Extreme Networks hardware equipment but do not have any Extreme Management Center SKUs

2. Discount of 65% off the List Price to Partners

A total (recommended) discount of 65% off the list price to the partner on Extreme Management Center product SKUs is available for customers with the following products AND associated valid service contracts:

- Identity Engines (formerly Avaya IDE)
- Configuration and Orchestration Manager (formerly Avaya COM) including any plug-ins such as BCM, VSN Manager, VPS that are already End of Sale

- Customers that have ExtremeManagement SKUs but not ExtremeControl or ExtremeAnalytics or Information Governance Engine
- Customers that do not have any Extreme Networks products (i.e., brand new logos to Extreme Networks)

Notes:

- A service maintenance contract is mandatory on the Extreme Management Center product SKUs that are purchased as part of this promotion.
- This promotion does not include any special discounts on new maintenance contracts.
- This promotion does not include/cover hardware appliances.
- Any customer or prospect can also leverage a FREE 30-day evaluation of Extreme Management Center. [Here](#) are directions on how to request free evaluation license keys for Extreme Management Center.
- The Promotion cannot be combined with any other discounts or promotions that apply to Extreme Management Center product SKUs.

Promotion Period

March 2018 - December 31, 2018

Eligibility

All Extreme Networks Partners

Access This Promotion

[Partner Portal - Promotions](#)

Terms and Conditions

1. In this Promotion offered by Extreme Networks, Participant must notify the Distributor, at the time of order, of discount eligibility by providing the Voucher for a particular transaction in order to receive the discount through the Distributor.
2. The Promotion is available for orders placed during the Promotion Period and shipped no later than 30 days after the conclusion of such period. Product supply during the Promotion Period is subject to availability.
3. The discount from Distributors to Participants represent recommended discounts only. Distributors are always free to sell at the prices they choose.
4. Participants must provide end-user name, country, and zip code information as well as any other Sales Out information at the time of order with Distributor to be eligible to receive the promotional pricing.
5. Extreme Networks reserves the right to deny (or decline) participation in this promotion if the opportunity includes other manufacturers' wireless products as part of the same deal.
6. Extreme Networks and its agents have the right to audit, validate, or verify any purchases/sales claimed and serial numbers submitted.
7. Extreme Networks reserves the right to modify, withdraw, or cancel the Promotion (in whole or in part) at any time and/or in any geography for any reason or for no reason, without prior notice.
8. Any requests that do not comply with the terms of the Promotion will be rejected. The Promotion is subject to all local laws and regulations.
9. Based on a report that is validated by the Participant and Extreme Networks, if a Participant violates the conditions of the Promotion, Extreme Networks or the Distributor (as the case may be) have the right to bill back the difference. Additionally, Extreme Networks may terminate Participant from this Promotion and/or from the Partner program.
10. Participant's participation in the Promotion otherwise shall be subject to the terms and conditions of the Participant's purchase agreement, reseller agreement, or other similar arrangement, which authorizes and governs the resale of Extreme products and services by Participant. The terms of the Purchase Agreement are incorporated herein by reference. If a capitalized term is not defined in the Promotion, it shall have the meaning assigned to it in the Purchase Agreement and/or related purchase material. In the event of a conflict between the Purchase Agreement these terms and conditions, these terms and conditions will control as it relates to the subject matter herein. By taking advantage of the benefits offered under the Promotion, Participant hereby agrees to the Promotion requirements and Terms and Conditions as stated in this document.
11. Participant warrants that its participation in the Promotion is fully compliant with all laws, licenses, permits, and approvals required by any applicable government entity, including, without limitation, any anti-bribery, conflict of interest, or procurement laws or regulations of any government or other competent authority where the products are to be sold or used (collectively, "Applicable Laws"). Participant shall indemnify Extreme for any claim that Extreme suffers from third parties, including any governmental authorities, in connection with Participant's participation in the Promotion and Participant's performance of, or failure to perform, all obligations imposed by the Applicable Laws or the Promotion.
12. Extreme reserves the right to disqualify any Participant (without any liability to the affected Participant) to any future program or Promotion, on the grounds that, at Extreme's discretion, Participant violates any Applicable Law or violates these Terms and Conditions.

13. Likewise, Extreme reserves the right (a) to disqualify and cancel (without any liability to the affected Participant) all associated rewards of any Participant that Extreme Network suspects of fraud or other unlawful conduct in implementing the Promotion or b) to disqualify and cancel (without liability to the affected Participant) all associated rewards of any Participant who Extreme believes has purchased Products in violation of its Purchase Agreement.
14. The submission of false, incomplete, or misleading claims in connection with the Promotion may constitute fraud. Extreme Networks is a registered trademark of Extreme Networks, Inc. in the United States and other countries.

Disputes

As a condition of participating in the Promotion, Participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Promotion, shall be resolved individually and Participant hereby irrevocably submits for itself and its property in any legal proceedings relating to the Promotion and enforcement of any judgments with respect and in connection thereto, to the exclusive general jurisdiction of the courts of competent jurisdiction located in Santa Clara County, California, U.S., and to the respective appellate courts thereof in connection with any appeal therefrom. Further, in any such dispute, under no circumstances will Participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, consequential or other damages, including attorneys' fees, other than the fair market value of the units purchased by Participant, and Participant further waives all rights to have damages multiplied or increased and to trial by jury. Under no circumstance will Extreme Networks be liable for any Participant's incidental, consequential, special, punitive, or exemplary damages of any kind, including lost profits, loss of business, or other economic damage arising out of or resulting from Extreme Network's offering, conducting and/or terminating the Promotion or for any amount in excess of the market value of the Extreme Networks product(s) purchased by the applicable Participant hereunder.