

**Town of Stonington
K-12 School Building Committee
Regular Meeting Minutes
Tuesday, December 5, 2017
6:00pm
Central Office, Old Mystic, CT
Page 1 of 4**

Members Present: Rob Marseglia, Chairman; Kate Rotella, Vice Chairwoman, Julie Holland, Secretary; June Strunk, Deborah Downie, Kathy Sanford, Wendy Wilbert, Bob Mitchell, Debra Widmer and Blunt White

Members Absent: George Crouse, Rob Sundman and Dan Oliverio

Recording Secretary: Sandy Tisiere

Guests and Citizens: Van Riley, Stonington Public Schools Superintendent; Jim Sullivan, Stonington Director of Finance; Chuck Warrington, Rob Hart, Colliers; Jim Barrett, DRA; Peter Manning, Nick Conti, Taylor Gladding, Gilbane and Stonington High School Students

1. Call to Order

Chairman Marseglia called the meeting to order at 6:06 p.m.

2. Seating of Alternates

Alternates were not seated.

3. Approval of Outstanding Minutes

The following motion was made by Julie Holland and seconded by Deb Downie:

Motion #1: To approve the minutes from November 21, 2017 as presented.

Aye: Rob Marseglia, Kate Rotella, June Strunk, Deborah Downie, and Kathy Sanford

Abstention: Wendy Wilbert and Julie Holland

4. OPM

a. OPM Update

1. Discuss material abatement - Risk based plan update

Chuck Warrington said this morning, there was a phone meeting between himself, Dr. Riley, Langan Engineering and Environmental Services, Deb Downie and the EPA/DEP. Mr. Warrington told the committee this call was a discussion of the proposal of the PCB remediation plan. The EPA/DEP recommended warning signage on the areas that are encapsulated reading do not disturb; these areas will be encased by gypsum board after encapsulation. Chuck Warrington reported they told the EPA/DEP the risk-based plan was in the preparation process and would be submitted next month. The hope is to hear from the EPA/DEP by mid-April so DRA can modify the plans. The EPA/DEP also recommended an informational packet of what is going to be done be distributed to parents and posted to the website.

2. Discuss professional services for encapsulation and enclosure

Chuck Warrington distributed an add service request for DRA to prepare the change order documents in collaboration with the risk-based plan. This is the proposal to modify the documents that will go to Gilbane which will have the changes priced by the appropriate needed subcontractors as well as evaluate schedule impacts. The question was asked why there were two different dates under the heading "Time". Jim Barrett said he did not know why the dates were different and would change Deans Mill School to read May 31, 2019 as well, initialing the change.

The following motion was made by Kate Rotella and seconded by Julie Holland:

Motion #2: To approve professional services for DRA for construction administration related to abatement for Deans Mill School for \$153,450.00 and West Vine Street School for \$148,750.00 through May 31, 2019 as amended.

All: Aye

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3. Sole Source Access Control

Chuck Warrington said the sole access control, Kantech, was the system the Board of Education approved for the entire school system and wants to incorporate this system in these two new schools while they are under construction. There is a change order to be approved to install this system in both the schools. Chuck Warrington also told the committee a letter will be sent to the state for review and approval.

4. Invoices

There were not any invoices so the committee decided to review the financials to replace them.

The following motion was made by Kate Rotella and seconded by June Strunk:

Motion #3: To move to discuss financials replacing invoices.

All: Aye

Financial Statements: Rob Hart reported the owner's contingency account, inclusive of the DRA proposal, for Deans Mill School is 3.3 million dollars in the project budget; for West Vine Street School the project budget left is 1.1 million dollars.

b. OPM Actions

Chuck Warrington said there was meeting between himself, Dr. Riley, Jen McCurdy, Deans Mill Principal; Alicia Dawe, West Vine Street School Principal and Becky Fowler, Stonington Public Schools Food Service Director to discuss the operations for the temporary set up of the cafeterias. In Deans Mill School, the temporary cafeteria will be the Library Media Center and at West Vine Street School, the temporary cafeteria will be set up in half of the new gym. The group discussed the details and logistics of the temporary lunch programs at both schools; different scenarios for both of the schools were discussed as well.

Mr. Warrington reported Jason Jones, Stonington Public Schools Technology Director, has procured quotes from Extreme networks and is asking for committee review for consideration of approval at the next meeting. This will enable a purchase order sent to the vendors in time to get this equipment in time to support Gilbane's schedule.

5. Construction Manager

a. CM Update

Nick Conti reported on Deans Mill School first saying the roof is installed and roof top installments will be the first week of January. The brick façade on the south side of the building is complete, the east side is almost complete, the west side is 80% complete and the gym façade is 25-30% complete. The storefront, the glazing storefront system should be onsite within two weeks. Windows are going to be shipped in five weeks. Inside, the second floor is further along than the first; all the classrooms are framed out on the second floor and all the services have been installed; an in-wall inspection has been done and it is ready for sheetrock. The duct work has been tested and insulated. Down on the first floor the duct work is partially complete and half of the first-floor classrooms have been framed in. Mr. Conti spoke of the ledge in the retention pond saying 70% of the ledge had been removed by hammering but there is some that is left; they are waiting for the civil engineer to determine how to proceed. Mr. Conti reported that West Vine Street School is about a week behind in the interior and the brick façade is about 85-90% complete. Mr. Conti explained about the incident of the vapor barrier at West Vine Street School that did not cure and bond to the concrete block prior to raining causing the materials to run off onto the ground. Mr. Conti said the DEP was notified; the subcontractor was able to clean it up and the representative from the product manufacturer came out and inspected area and deemed everything was fine.

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Chairman Marseglia commended Taylor Gladding for giving him a wonderful tour of Deans Mill School saying it is even more impressive hearing the progress made since then. The committee discussed tours of the buildings; Chairman Marseglia suggested the week between Christmas and New Year's Day.

Dr. Riley mentioned the portables and the suggestion to move them. Dr. Riley said at the Board of Education meeting on January 11, 2018, there will be a discussion that will provide an answer to what to do with the portables whether there will be a need to move them or not.

b. CM Actions

1. Change order review

June Strunk shared the details of the Deans Mill School change orders. Ms. Strunk said the financial subcommittee approved the change orders in the amount of \$40,590.00 excluding number ATP-034 in the amount of \$16,164.00.

The following motion was made by Wendy Wilbert and seconded by Kathy Sanford:

Motion #4: To approve change orders for Deans Mill in the amount of \$40,590.00 with the amendment to defer ATP-034 for additional trees dated December 5, 2017.

All: Aye

June Strunk explained the details for the change orders for West Vine Street School. Ms. Strunk said the finance subcommittee recommends approval for West Vine Street School in the amount of \$297,846.00.

The following motion was made by Deb Downie and seconded by Julie Holland:

Motion #5: To approve change orders for West Vine Street School in the amount of \$297,846.00 dated December 5, 2017.

6. Architect

a. Architect Updates

1. Update - FF&E and Technology

Jim Barrett reported the FF&E and Technology packages were delivered to the state on November 15, and all documents were deemed acceptable. Mr. Barrett said DRA has received a package of comments and modifications from the state to be addressed.

2. Update - HB Communications proposal for AV design

Jim Barrett reported Steve Muckle, CES, and Jason Jones, Technology Director, Stonington Public Schools, have been working with DRA to refine the HB Communications proposal. Once this process is complete, a final proposal will be presented to the Building Committee.

3. Cafeteria updates

Mr. Barrett said the cafeteria updates are as reported by Gilbane in terms of the transition, those are the plans as stand and, at this point, DRA does not any further comments as for interim plans.

b. Architect actions

Mr. Barrett discussed additional items. The first was the irrigation system; the suggestion is to increase the size of the pipe feeding the water to the storage shed area from 1 ½ inch pipe to 2 ½ inches to provide adequate water supply if irrigation is a consideration in the future. An additional suggestion would be to put sleeving under the any paved areas. The second item was Mr. Barrett reported there was a first meeting of the playground group that went well; input is due to be received by Friday with a meeting

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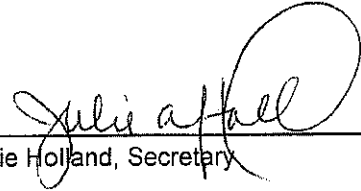
scheduled for next Wednesday resulting in a concept design for presentation to the committee. The last item Mr. Barrett told the committee was they will be scheduling the last meeting for the building interiors and the selections are almost finalized.

7. **Adjourn**

The following motion was made by Kate Rotella and seconded by Kathy Sanford:

Motion 6: To adjourn the meeting at 7:17 p.m.

All: Aye



Julie Holland, Secretary

Deans Mill School
Financial Status Report - 12/5/17

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	A	B	C	D
	Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
I. Building Construction				
A. New Building & Renovation	\$ 25,401.0	\$ 25,358.1	\$ 25,393.1	\$ 7.9
B. Other Construction	-	\$ -	\$ -	\$ -
Total Building Construction	25,401.0	25,358.1	25,393.1	7.9
II. Related Construction				
A. Sitework	-	\$ -	\$ -	\$ -
B. Site Utility Systems	-	\$ -	\$ -	\$ -
C. Hazardous Materials	-	\$ -	\$ -	\$ -
Total Related Construction	-	-	-	-
III. Escalation	-	\$ -	\$ -	\$ -
IV. Furniture, Fixtures & Equipment (FF&E)				
A. Loose Furnishings	1,487.2	\$ -	\$ 1,454.0	\$ 33.2
B. Program Related Equipment	-	\$ -	\$ -	\$ -
C. Computer/Data/Wiring	-	\$ -	\$ -	\$ -
D. Telecommunications	-	\$ -	\$ -	\$ -
E. Audio/Visual Equipment	225.0	\$ -	\$ 225.0	\$ -
F. Specialty Signage	-	\$ -	\$ -	\$ -
Total FF & E	1,712.2	-	1,679.0	33.2
V. Fees and Expenses				
A. Fees				
1 Existing Conditions & Space Program	-	\$ -	\$ -	\$ -
2 Architect	1,909.0	\$ 1,884.0	\$ 2,097.0	\$ (188.0)
a Structural Eng.	-	\$ -	\$ -	\$ -
b MEP Eng.	-	\$ -	\$ -	\$ -
c Civil Eng.	-	\$ -	\$ -	\$ -
d Landscape Arch.	-	\$ -	\$ -	\$ -
e Interior/Furniture Designer	-	\$ -	\$ -	\$ -
f Code	-	\$ -	\$ -	\$ -
g Lighting	-	\$ -	\$ -	\$ -
h Acoustical	-	\$ -	\$ -	\$ -
i Signage	-	\$ -	\$ -	\$ -
j Referendum Services	-	\$ -	\$ -	\$ -
3 Special Consultants	-	\$ -	\$ -	\$ -
a Haz. Mat. Consultant	150.0	\$ 117.8	\$ 281.4	\$ (131.4)
b Audio/Visual	-	\$ 11.2	\$ 11.2	\$ (11.2)
c Computer/Info. Systems	-	\$ -	\$ -	\$ -
d Geo-Tech	35.0	\$ 21.3	\$ 21.3	\$ 13.7
e Traffic	-	\$ -	\$ -	\$ -
f Ecologist/Soil Sample	12.0	\$ 12.0	\$ 12.0	\$ -
g Peer Reviews	25.0	\$ 24.0	\$ 24.0	\$ 1.0
h Stormwater monitoring	40.0	\$ 31.9	\$ 31.9	\$ 8.1
4 Project Management	300.0	\$ 280.1	\$ 327.7	\$ (27.7)

12/5/2017

Deans Mill School
Financial Status Report - 12/5/17

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		A	B	C	D
		Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
5	Building Commissioning	68.6	\$ 68.6	\$ 68.6	\$ -
6	CM PreCon	-	\$ -	\$ -	\$ -
7	Owner's Legal Fees	50.0	\$ 7.5	\$ 7.5	\$ 42.5
8	Site Survey	25.0	\$ 22.3	\$ 22.3	\$ 2.7
9	Utility Assessment	50.0	\$ 1.6	\$ 1.6	\$ 48.4
Sub-total Fees		2,664.6	2,482.3	2,906.5	(241.9)
B. Expenses					
1	Owner's Insurance	30.0	\$ 2.5	\$ 2.5	\$ 27.5
2	Permits	15.0	\$ 1.5	\$ 1.5	\$ 13.5
3	Printing	15.0	\$ 8.1	\$ 8.1	\$ 6.9
4	Construction Utilities Use	-	\$ -	\$ -	\$ -
5	Site Borings	-	\$ -	\$ -	\$ -
6	Materials Testing	125.4	\$ 57.3	\$ 57.3	\$ 68.1
7	Special Inspections	25.0	\$ 9.6	\$ 9.6	\$ 15.4
8	Consultant Reimbursables	10.0	\$ 6.6	\$ 6.6	\$ 3.4
9	Moving/Relocation	100.0	\$ 50.0	\$ 50.0	\$ 50.0
10	Physical Plant Expenses	15.0	\$ 5.0	\$ 5.0	\$ 10.0
11	Bonding	140.0	\$ 64.9	\$ 140.0	\$ -
12	Advertising	10.0	\$ 0.4	\$ 0.4	\$ 9.6
Sub-total Expenses		485.4	205.9	281.0	204.4
Total Fees and Expenses		3,150.0	2,688.2	3,187.5	(37.5)
VI. Contingency					
A. Construction & Owner's Project					
1	Construction	-	-	-	-
2	Owner's Project	5,655.4	-	2,372.7	3,282.7
B. Additional Need					
Total Contingency		5,655.4	-	2,372.7	3,282.7
Total Project		\$ 35,918.6	\$ 28,046.3	\$ 32,632.3	\$ 3,286.3

West Vine St School
Financial Status Report - 12/5/17

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	A	B	C	D
	Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
I. Building Construction				
A. New Building & Renovation	\$ 23,171.3	\$ 23,165.9	\$ 23,171.3	\$ -
B. Other Construction	-	15.0	15.0	(15.0)
Total Building Construction	23,171.3	23,180.9	23,186.3	(15.0)
II. Related Construction				
A. Sitework	-	-	-	-
B. Site Utility Systems	-	-	-	-
C. Hazardous Materials	-	-	-	-
Total Related Construction	-	-	-	-
III. Escalation	-	-	-	-
IV. Furniture, Fixtures & Equipment (FF&E)				
A. Loose Furnishings	1,414.1	-	1,414.1	-
B. Program Related Equipment	-	-	-	-
C. Computer/Data/Wiring	-	-	-	-
D. Telecommunications	-	-	-	-
E. Audio/Visual Equipment	225.0	-	225.0	-
F. Specialty Signage	-	-	-	-
Total FF & E	1,639.1	-	1,639.1	-
V. Fees and Expenses				
A. Fees				
1 Existing Conditions & Space Program	-	-	-	-
2 Architect	1,709.1	1,684.1	1,832.9	(123.8)
a Structural Eng.	-	-	-	-
b MEP Eng.	-	-	-	-
c Civil Eng.	-	-	-	-
d Landscape Arch.	-	-	-	-
e Interior/Furniture Designer	-	-	-	-
f Code	-	-	-	-
g Lighting	-	-	-	-
h Acoustical	-	-	-	-
i Signage	-	-	-	-
j Referendum Services	-	-	-	-
3 Special Consultants	-	-	-	-
a Haz. Mat. Consultant	150.0	116.3	234.7	(84.7)
b Audio/Visual	-	5.2	5.2	(5.2)
c Computer/Info. Systems	-	-	-	-
d Geo-Tech	35.0	15.7	15.7	19.3
e Traffic	-	-	-	-
f Ecologist/Soil Sample	11.8	11.8	11.8	-
g Peer Reviews	21.7	21.7	21.7	-
h Storm water monitoring	40.0	31.9	31.9	8.1
4 Project Management	300.0	280.1	327.7	(27.7)

West Vine St School
Financial Status Report - 12/5/17

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		A	B	C	D
		Approved Budget with Transfers	Total Contract	Anticipated Total Costs	Remaining Balance
5	Building Commissioning	67.5	67.5	67.5	-
6	CM PreCon	-	-	-	-
7	Owner's Legal Fees	50.0	5.7	5.7	44.3
8	Site Survey	31.7	31.7	31.7	-
9	Utility Assessment	50.0	0.3	0.3	49.7
Sub-total Fees		2,466.8	2,272.0	2,586.8	(120.0)
B. Expenses					
1	Owner's Insurance	30.0	2.5	2.5	27.5
2	Permits	5.0	1.5	1.5	3.5
3	Printing	10.0	8.1	8.1	1.9
4	Construction Utilities Use	-	-	-	-
5	Site Borings	-	-	-	-
6	Materials Testing	112.8	50.0	50.0	62.8
7	Special Inspections	25.0	9.6	9.6	15.4
8	Consultant Reimbursables	5.0	9.3	9.3	(4.3)
9	Moving/Relocation	100.0	53.3	53.3	46.7
10	Physical Plant Expenses	15.0	13.5	13.5	1.5
11	Bonding	125.0	32.5	125.0	-
12	Advertising	10.0	0.3	0.3	9.7
Sub-total Expenses		437.8	180.6	273.1	164.7
Total Fees and Expenses		2,904.6	2,452.6	2,859.9	44.7
VI. Contingency					
A. Construction & Owner's Project					
1	Construction	-	-	-	-
2	Owner's Project	3,872.6	-	2,797.8	1,074.8
B. Additional Need		-	-	-	-
Total Contingency		3,872.6	-	2,797.8	1,074.8
Total Project		\$ 31,587.6	\$ 25,633.5	\$ 30,483.1	\$ 1,104.5



Stonington K-12 Building Committee
 Rob Masegla, Chairman
 Kate Rotella, Vice-Chairman
 Robert Sundman
 Julie Holland
 George Crause
 Deborah Downie
 June Strunk
 Kathy Sanford
 Dan Oliverio
 Wendy Wilberl

Stonington Deans Mill School
 State Project No.: 137-0047
 Change Approval Cover Sheet

Building Committee Date: 12/5/17

CHANGE ORDERS		
ATP/OS#	Description	Amount
ATP-014/ OS-015	RFI-039 - Vents Added to FD in Rooms 162, 163, 223 & 225	\$ 2,729.00
ATP-016/ OS-011	RFI-042 - Rerouting of Overflow Piping West Gym Wall	\$ 2,685.00
ATP-017/ OS-012	RFI-065 - Rerouting of Sanitary Line Thru Existing Building	\$ 8,347.00
ATP-018/ OS-014	RFI-033 - Revised Drain Locations in Kitchen	\$ 1,884.00
ATP-020/ OS-027	RFI-100 - RD-1 Relocation Near CL. E	\$ 4,790.00
ATP-027/ OS-035	RFI-089 - Add Second Floor Venting from UG Piping	\$ 2,674.00
ATP-034/ OS-051	Additional Trees Along South Side of Site	\$ 16,164.00
ATP-035/ OS-052	PR-05 - Bulletin 5 - Kantech Access Control System	\$ 19,765.00
ATP-036/ OS-060	RFI-181 - Delete CFMF Sills at Second Level Windows	\$ (2,284.00)
ATP-037/ OS-053	Temporary Gage Pit Installation (GMP-5 Allowance)	\$ -
TOTAL OF CHANGE ORDERS		\$ 56,754.00

40,590.00

Approvals:
 Stonington K-12 Building Committee

(One of two chairs required to sign)	_____	_____
	Rob Masegla, Chairperson	Date
	_____	_____
	Kate Rotella, Vice-Chairperson	Date
Town Official Signatures	_____	_____
	Robert Simmons, First Selectman	Date
	_____	_____
	James Sullivan, Finance Director	Date
	_____	Date

Colliers International, Owners Project Manager

Robert Hart, Asst. Project Manager

Date





Public Building Commission
 Rob Marseglia, Chairman
 Kate Rotella, Vice-Chairman
 Robert Sundman
 Julie Holland
 George Crouse
 Deborah Downie
 June Strunk
 Kalny Sanford
 Don Oliverio

West Vine Street School Project
 State Project No.: 137-0048
 Change Order Approval Cover Sheet

Building Committee Date: 12-5-17

CHANGE ORDERS		
ATP/OS #	Description	Amount
ATP-023/ OS-033	Rock Blasting Around Gym for Utilities	\$ 76,158.00
ATP-024/ OS-031	Partial Proposal Request 4 for CES Bulletin 2 - Additional conduit to recessed floor box in admin. Conference room	\$ 425.00
ATP-025/ OS-034	RFI 173 - Added Clocks in Classrooms	\$ 2,579.00
ATP-028/ OS-036	Proposal #4 - CES Bulletin 6 - Kantech Access Control System	\$ 27,240.00
ATP-030/ OS-038	PR #6 - Provide Three ADA Door Buttons at Main Entry	\$ 883.00
ATP-031/ OS-040	PR #8 - Deletion Of Food Service Equipment Items	\$ (650.00)
ATP-032/ OS-047	Trench Rock Removal behind Existing Building	\$ 191,211.00
TOTAL OF CHANGE ORDERS		\$ 297,846.00

Approvals:
Stonington K-12 Building Committee

(One of two chairs required to sign)	Robert Marseglia, Chairperson	Date
	Kate Rotella, Vice-Chairperson	Date
Town Official Signatures	Robert Simmons, First Selectman	Date
	James Sullivan, Finance Director	Date
		Date

Colliers International, Owners Project Manager

Robert Hart, Asst. Project Manager

Date





PROFESSIONAL SERVICES SUPPLEMENT

PSS No. 01

Client: Town of Stonington, Stonington Town Hall, 152 Elm Street, Stonington, CT 06378

Architect: Drummey Rosane Anderson, Inc., 225 Oakland Rd., Studio 205, South Windsor, CT 06074

Project Name: West Vine Street School State Project, 137-0048 RNV/EA

PSS Date: November 30, 2017

Agreement Date: January 11, 2016

PSS Proj. No: 16002.00 (Assign proper extension to the main project number)

In accordance with the AGREEMENT for the above referenced project

- Authorization is [] given [x] requested, [x] to proceed with Additional Services, [] to proceed with revised scope of Basic Services, [x] to incur Reimbursable Expenses

OR

- Notification is made [] of the need to proceed with Contingent Additional Services, [] of the need for other Services

as follows:

Services related to design modifications to portions of the existing building and for Construction Administration through to May 31, 2019.

The following adjustments shall be made to compensation and time.

Compensation: (Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation of \$148,750.00. Redesign \$42,500, CA \$106,250

Time: (Insert provisions covering time of commencement and completion of authorized services as applicable.)

Redesign requires six (6) weeks from signing of PSS-01, CA will extend to May 31, 2019

***** PROMPT WRITTEN NOTICE IS REQUIRED IF THE SERVICES INDICATED ARE NOT NEEDED *****

SUBMITTED BY: Drummey Rosane Anderson, Inc.

AUTHORIZATION IS GIVEN or NOTIFICATION IS ACKNOWLEDGED BY:

(Signature) [Handwritten Signature]

(Signature)

Printed name and title: Gregory J. Smolley, Studio Director

(Printed name and title)

2 November 2017 (Date)

(Date)



PROFESSIONAL SERVICES SUPPLEMENT

PSS No. 01

Client: Town of Stonington
Stonington Town Hall
152 Elm Street
Stonington, CT 06378

Architect: Drummey Rosane Anderson, Inc.
225 Oakland Rd., Studio 205
South Windsor, CT 06074

Project Name: Deans Mill School
State Project
137-0047 RNV/EA

PSS Date: November 30, 2017

Agreement Date: January 11, 2016

PSS Proj. No: 16001.00
(Assign proper extension to the main project number)

In accordance with the **AGREEMENT** for the above referenced project

- Authorization is given to proceed with Additional Services
- requested to proceed with revised scope of Basic Services
- to incur Reimbursable Expenses

OR

- Notification is made of the need to proceed with Contingent Additional Services
- of the need for other Services

as follows:

Services related to design modifications to portions of the existing building and for Construction Administration through to April 30, 2019.

May 31 amended.

The following adjustments shall be made to compensation and time.

Compensation: *(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Total Compensation of \$153,450.00.
 Redesign \$48,000
 CA \$105,450

Time: *(Insert provisions covering time of commencement and completion of authorized services as applicable.)*

Redesign requires six (6) week allocation from signing of PSS-01. CA will extend to April 30, 2019

***** PROMPT WRITTEN NOTICE IS REQUIRED IF THE SERVICES INDICATED ARE NOT NEEDED *****

SUBMITTED BY:
Drummey Rosane Anderson, Inc.

AUTHORIZATION IS GIVEN or
NOTIFICATION IS ACKNOWLEDGED BY:

(Signature)

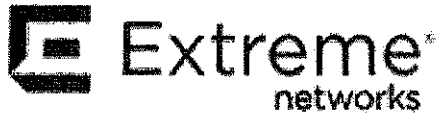
(Signature)

Gregory J. Smolley, Studio Director
(Printed name and title)

(Printed name and title)

2 November 2017
(Date)

(Date)



QUOTATION

Quote: EXT-1618574878	Currency: USD
Quote Name: Stonington Public Schools - Dean Mill	Exchange Rate: 1.0
Rev. Number: 1	Terms:
Quote Type: Standard Quote	Valid Dates: 10/2/2017 - 12/31/2017

Dean Mill

Prepared For	Sales Contacts
Quote To: Stonington Public Schools	Name: Ryan Byrnes
Contact:	Title: Inside Sales Business Development Rep
Phone:	Phone: (603)952-5255
Cell:	Cell:
Fax:	Fax:
Email:	Email: rbyrnes@extremenetworks.com

#	Part Number	Covd. Item	Qty	Description	Duration	Net Price	Extended Net Price
1	31012		50	WS-AP3935i-FCC		\$740.90	\$37,045.00
2	97003-S20255	WS-APCAP-16	1	EW Software Subscription	365	\$175.00	\$175.00
3	WS-APCAP-16		1	16 AP CAPACITY UPGRADE (C25, V2110)		\$1,422.90	\$1,422.90
4	PS-ESU-5		1	EXTREME SERVICE UNITS, 5-PACK		\$10,687.50	\$10,687.50
5	S3-CHASSIS-A		1	S-SERIES S3 CHASSIS/FANTRAY		\$5,266.90	\$5,266.90
6	SK2008-0832		1	S140 32PORT SFPP I-O		\$33,476.90	\$33,476.90
7	SK2008-0832		1	S140 32PORT SFPP I-O		\$33,476.90	\$33,476.90
8	S-AC-PS-15A		3	15 AMP S POWER SUPPLY		\$988.90	\$2,966.70
9	10GB-F10-SFPP		1	10 GB, ACTIVE OPTICAL DAC, 10 M		\$372.00	\$372.00
10	10GB-LR-SFPP		4	10 GBASE-LR SFP+ 10K SM OPTIC		\$1,236.90	\$4,947.60
11	10GB-SR-SFPP		2	GBASE-SR SFP+ 33/82M MM OPTIC		\$740.90	\$1,481.80
12	5601313-U1		3	USA,CORD,NEMA 5-15,C13		\$15.50	\$46.50
13	97004-H30496	S3-CHASSIS-A	1	EW NBD AHR	365	\$660.00	\$660.00



14	97004-H30531	SK2008-0832	1	EW NBD AHR	365	\$3,910.00	\$3,910.00
15	97004-H30531	SK2008-0832	1	EW NBD AHR	365	\$3,910.00	\$3,910.00
16	10945		11	Summit Fan module FB		\$182.90	\$2,011.90
17	10099		22	PWR CORD,15A,USA,NEMA5-15,C15		\$15.50	\$341.00
18	16179		11	X450-G2-48p-10GE4-Base		\$4,086.90	\$44,977.90
19	10941		22	Summit 1100W AC PSU FB		\$678.90	\$14,935.80
20	10312		11	1m QSFP+ Passive Copper Cable		\$201.50	\$2,216.50
21	10301		6	SR SFP+ module		\$740.90	\$4,445.40
22	97004-16179	16179	11	EW NBD AHR 16179	365	\$385.00	\$4,235.00

Product Subtotal	\$189,431.70
Service Subtotal	\$12,890.00
Training Subtotal	\$0.00
Professional Services Subtotal	\$10,687.50
Total	\$213,009.20
	plus applicable tax

This quote is governed solely by an applicable purchase and/or services agreement in effect between purchaser and Extreme, if any, or in the absence of such an agreement, Extreme Networks' Standard Terms of Sale and Services (as published at the following link: <http://www.extremenetworks.com/company/legal>) and, if applicable, Extreme Networks' Professional Services Terms and Conditions (as published at the following link: <http://learn.extremenetworks.com/rs/extreme/images/Professional-Services-Terms-and-Conditions.pdf>) shall govern in the event of any conflict with your order notwithstanding any terms to the contrary on Customer's purchase order. Extreme Networks hereby rejects any customer terms and conditions that may be submitted in accordance with acceptance of this quote.

TERMS AND CONDITIONS OF SALE

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, "PRODUCTS" REFERS TO: (A) EXTREME PRODUCTS, (B) CONSULTING, SUPPORT AND MAINTENANCE SERVICES PACKAGES AS IDENTIFIED ON EXTREME'S PRICE LIST; (C) ANY NON-EXTREME PRODUCTS THAT ARE BRANDED BY A THIRD PARTY ENTITY (A "THIRD PARTY") AND SOLD BY EXTREME HEREUNDER (THE "THIRD PARTY PRODUCTS"), (D) ANY SOFTWARE CONTAINED IN EXTREME PRODUCTS AND ANY UPDATES THERETO (THE "EXTREME SOFTWARE") AND (E) ANY SOFTWARE CONTAINED IN THIRD PARTY PRODUCTS, AND ANY UPDATES THERETO (THE "THIRD PARTY SOFTWARE"). (THE EXTREME SOFTWARE AND THIRD PARTY SOFTWARE SHALL BE REFERRED TO TOGETHER AS THE "SOFTWARE"). SERVICES AS DEFINED IN SECTION (B) ABOVE, AND PROFESSIONAL CONSULTING SERVICES AVAILABLE FOR PURCHASE (COLLECTIVELY, "SERVICES"), SHALL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS AS REFERENCED HEREIN. USE OR RESALE OF THE PRODUCTS CONSTITUTES ACCEPTANCE BY YOU ("PURCHASER") OF THESE TERMS AND CONDITIONS. EXTREME SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT AND/OR CONFLICTING PROVISIONS IN ANY AGREEMENT (INCLUDING WITHOUT LIMITATION ANY RESELLER OR DISTRIBUTOR AGREEMENT BETWEEN PURCHASER AND EXTREME NETWORKS), ORDER, RELEASE, ACCEPTANCE OR OTHER WRITTEN CORRESPONDENCE FROM PURCHASER UNLESS EXPRESSLY AGREED TO IN WRITING BY EXTREME.

"Extreme" shall mean Extreme Networks, Inc., and its approved subsidiaries (including Extreme Networks Ireland Limited) that are authorized to accept purchase orders hereunder as further identified in Purchaser's applicable order documentation.

1. Prices

The price of the Products shall be set forth in Extreme's price list then in effect when Extreme accepts Purchaser's order or when such items are shipped, whichever is lower, less any applicable discount. Extreme reserves the right to change its price list without prior notice. Prices do not include freight, insurance, or other similar charges. Any such charges will be added to the price or separately invoiced to Purchaser. Prices, associated costs, fees and charges, if any, and terms and conditions attributable to Services (including both professional services and support / maintenance Services) are as published here: <http://www.extremenetworks.com/support/policies>

2. Payment Terms

Purchaser shall pay all invoices issued under this Agreement within thirty (30) days from date of invoice. Shipments, deliveries, and performance of work will at all times be subject to the approval of Extreme's credit department and Extreme may at any time decline to make any shipments or deliveries or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Extreme. Purchaser hereby grants a security interest in the Products sold under this Agreement and the proceeds thereof until payment of the full purchase price to Extreme. Purchaser agrees to execute any financing statements, continuation statements, or other documents as Extreme requests to protect its security interest.



3. Taxes

Purchaser will pay or reimburse Extreme for all sales, use, value-added and other taxes (except taxes on Extreme's net income); and all customs, duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of the Products or licensing of the Software to Purchaser, or upon payment to Extreme under this Agreement.

4. Shipment and Delivery

4.1. Shipment of Products

Extreme will use commercially reasonable efforts to ship the Products at the times requested in purchase orders accepted by Extreme (in partial or full shipments); provided, however, in the event of shortages of labor, energy, components, raw materials or supplies or interruption of Extreme Networks' production or for reasons beyond Extreme Networks' reasonable control, shipment may be delayed by Extreme Networks without liability. Without liability to any person and without prejudice to any other remedy, Extreme may withhold or delay shipment of any order if you are late in payment or are otherwise in default under this Agreement.

4.2. Delivery and Acceptance of Products

Extreme will deliver Products to Purchaser as follows: (i) if shipped to a destination in the United States, delivery of Products will be made F.O.B. (Extreme's place of shipment) (INCOTERMS 2000) and risk of loss or damage to the Products will pass to Purchaser upon delivery of the Products to the carrier at the F.O.B. point, and (ii) if shipped to a destination outside the United States, delivery will be EX WORKS (Extreme's facility or place of manufacture) (INCOTERMS 2000) and risk of loss or damage to the Products will pass to Purchaser when the Products are placed at the disposal of Purchaser. Subject to Section 2.2 ("Security Interest"), title to the Products (other than the Software and Documentation (as defined in Section 5 ("License; Title"))) will pass to Purchaser upon Extreme's tender of delivery to the carrier for shipment. The Products will be deemed accepted by Purchaser upon shipment.

5. License

The Extreme Software is licensed subject to the terms and conditions of the then-current Extreme End User License Agreement for such Software in effect at the time the Software is provided. In the case of Third Party Software, the Third Party Software is licensed by the third party to the Purchaser subject to any applicable terms and conditions. Purchaser agrees that Purchaser will not attempt, and if Purchaser is a corporation, Purchaser will use Purchaser's best efforts to prevent Purchaser's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Products, in whole or in part. Title to and ownership of the Software and Documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of Extreme or Extreme's licensors.

6. Warranty to Purchaser for Extreme Products

6.1. Limited Warranty

Extreme warrants Extreme Products solely to Purchasers and pursuant to the terms and conditions of the warranty as published on Extreme's website under Extreme Networks Support Policies and Guidelines and applicable End User License Agreement as posted at <http://www.extremenetworks.com>, and/or is delivered with the Extreme Products. In the event of a failure of any Extreme Product to comply with the foregoing warranty during the applicable warranty period (a "Defect"), Extreme shall, at its option, repair or replace the Extreme Product or refund the fees paid by Purchaser for such Extreme Product (following Purchaser's return of the Extreme Product), or provide a workaround for the Defect. Products provided as replacement products may be new or refurbished products. The foregoing sets forth Purchaser's sole and exclusive remedies for a breach of the above limited warranties. Extreme makes no warranty as to the Third Party Products and Third Party Software.

6.2. Return Procedures

Third Party Products are not returnable to Extreme. Extreme Products shall be non-returnable except as provided in Section 6.1 ("Limited Warranty") or under a current maintenance support entitlement. Prior to any return by Purchaser of any Extreme Product, Purchaser shall obtain a return material authorization ("RMA") from Extreme. Purchaser shall return the entire contents of the defective Extreme Product and dated proof of purchase for the defective Extreme Product, if requested by Extreme, marked with the RMA number, to Extreme's designated repair facility, freight prepaid within thirty (30) days of receipt of the RMA, with a written statement describing the Defect. Extreme shall only be obligated under its warranty for Extreme Products with Defects which are reproducible by Extreme in the execution environment. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the warranty program or support plan purchased for such Extreme Product. Extreme may refuse any Extreme Product not accompanied by an RMA and such refused shipments will be returned to Purchaser freight collect. Purchaser retains sole responsibility for risk of loss or damage to Extreme Products during shipment to and from Extreme hereunder. Replacement products will be warranted for the remaining warranty period of the original Product.

6.3. Disclaimer of Warranties

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" AND EXTREME AND ITS SUPPLIERS AND AUTHORIZED PARTNERS MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING PRODUCTS, EXCEPT TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MECHANABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR YOUR USE THEREOF. WITHOUT LIMITING THE FOREGOING PROVISIONS, EXTREME MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

7. Maintenance

Purchaser may obtain maintenance and support services for Extreme Products by contacting Extreme for the appropriate maintenance agreement, subject to the terms thereof. Such terms and conditions are as further described in Extreme's terms of support published here: <http://www.extremenetworks.com/company/legal/terms-of-support/>. Extreme may, in its sole discretion, impose additional charges for updates and new versions of Extreme Products that encompass features or functions not performed by the Extreme Products as originally sold to Purchaser. Maintenance and support services for Extreme Products will be provided to Purchaser in accordance with the terms and conditions associated with such service. Extreme will not provide any maintenance or support services for Third Party Products. Maintenance and/or support services may be provided by Third Party subject to any applicable Third Party terms and conditions.



8. Limitation of Liability

IN NO EVENT WILL EXTREME BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, EXTREME'S TOTAL LIABILITY TO PURCHASER ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE PRODUCTS SHALL BE LIMITED TO THE TOTAL PAYMENTS TO EXTREME UNDER THIS AGREEMENT FOR THE RELEVANT PRODUCTS. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH EXCLUSIONS MAY NOT APPLY TO PURCHASER.

9. Confidential Information

Purchaser agrees to exercise at least the same degree of care to safeguard the confidentiality of the Products and any other confidential information of Extreme as Purchaser would exercise to safeguard the confidentiality of Purchaser's confidential information, but not less than reasonable care. Purchaser agrees not to (i) disclose to any third party any confidential information of Extreme; (ii) reproduce the Products or any portion thereof in any form or medium, or (iii) use the Products or other confidential information of Extreme for any purpose not specified in this Agreement. Purchaser warrants that all persons having access to the Products or other confidential information of Extreme under this Agreement will abide by the obligations set forth in this Section 9. Purchaser agrees not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon or contained within the Products, its containers or Documentation. Purchaser agrees to comply with all legends that appear on or in the Products.

10. Term and Termination

The term of this Agreement shall continue unless terminated in accordance with this Section. Extreme may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Purchaser; or (ii) any material default by Purchaser of this Agreement not cured within thirty (30) days after Purchaser receives written notice thereof.

11. Export Control

In exercising its rights under this Agreement, Purchaser agrees to comply strictly and fully with all export controls and regulations imposed on the Products by the US and any country or organization or nations within whose jurisdiction Purchaser operates or does business.

12. Government Rights

If Products are being acquired by the U.S. Government, the Software and related Documentation is commercial computer software and commercial computer software documentation developed exclusively at private expense, and (i) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (ii) if acquired by or on behalf of units of the Department of Defense ("DoD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202, DoD FAR Supplement and its successors.

13. General Provisions

Purchaser shall not assign this Agreement or transfer any of the rights, duties, or obligations arising under this Agreement without the prior written consent of Extreme. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law. In the event of any dispute or claim arising out of this Agreement, the parties hereby submit to the jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements, whether written or oral.



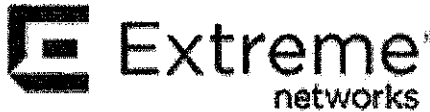
QUOTATION

Quote: EXT-1618579203
 Quote Name: West Vine St. Elementary School
 Rev. Number: 1
 Quote Type: Standard Quote

Currency: USD
 Exchange Rate: 1.0
 Terms:
 Valid Dates: 10/2/2017 - 12/31/2017

Prepared For		Sales Contacts	
Quote To:	Stonington Public Schools 49 North Stonington Rd Pawcatuck, CT 06372	Name:	Ryan Byrnes
Contact:	Jason Jones	Title:	Inside Sales Business Development Rep
Phone:	(860) 572-0506	Phone:	(803)952-5255
Cell:		Cell:	
Fax:		Fax:	
Email:	jjones@stoningtonschools.org	Email:	rbyrnes@extremenetworks.com

#	Part Number	Covd. Item	Qty	Description	Duration	Net Price	Extended Net Price
1	S-AC-PS-15A		3	15 AMP S POWER SUPPLY		\$988.90	\$2,966.70
2	10GB-F10-SFPP		1	10 GB, ACTIVE OPTICAL DAC, 10 M		\$372.00	\$372.00
3	10GB-SR-SFPP		2	GBASE-SR SFP+ 33/82M MM OPTIC		\$740.90	\$1,481.80
4	5601313-U1		3	USA,CORD,NEMA 5-15,C13		\$15.50	\$46.50
5	S3-CHASSIS-A		1	S-SERIES S3 CHASSIS/FANTRAY		\$5,266.90	\$5,266.90
6	SK2008-0832		1	S140 32PORT SFPP I-O		\$33,476.90	\$33,476.90
7	SK2008-0832		1	S140 32PORT SFPP I-O		\$33,476.90	\$33,476.90
8	10GB-LR-SFPP		4	10 GBASE-LR SFP+ 10K SM OPTIC		\$1,236.90	\$4,947.60
9	97004-H30496	S3-CHASSIS-A	1	EW NBD AHR	365	\$660.00	\$660.00
10	97004-H30531	SK2008-0832	1	EW NBD AHR	365	\$3,910.00	\$3,910.00
11	97004-H30531	SK2008-0832	1	EW NBD AHR	365	\$3,910.00	\$3,910.00
12	31012		50	WS-AP3935i-FCC		\$740.90	\$37,045.00
13	WS-APCAP-16		1	16 AP CAPACITY UPGRADE (C25, V2110)		\$1,422.90	\$1,422.90
14	97003-S20255	WS-APCAP-16	1	EW Software Subscription	365	\$175.00	\$175.00
	PS-ESU-5		1	EXTREME SERVICE UNITS, 5-PACK		\$10,687.50	\$10,687.50



16	10945		11	Summit Fan module FB		\$182.90	\$2,011.90	
17	10099		22	PWR CORD,15A,USA,NEMA5-15,C15		\$15.50	\$341.00	
18	16179		11	X450-G2-48p-10GE4-Base		\$4,088.90	\$44,977.90	
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							Product Subtotal	\$189,431.70
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							Training Subtotal	\$0.00
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							Total	\$213,009.20
								plus applicable tax

This quote is governed solely by an applicable purchase and/or services agreement in effect between purchaser and Extreme, if any, or in the absence of such an agreement, Extreme Networks' Standard Terms of Sale and Services (as published at the following link: <http://www.extremenetworks.com/company/legal>) and, if applicable, Extreme Networks' Professional Services Terms and Conditions (as published at the following link: <http://arn.extremenetworks.com/rs/extreme/images/Professional-Services-Terms-and-Conditions.pdf>) shall govern in the event of any conflict with your order notwithstanding any terms to the contrary on Customer's purchase order. Extreme Networks hereby rejects any customer terms and conditions that may be submitted in accordance with acceptance of this quote.

TERMS AND CONDITIONS OF SALE

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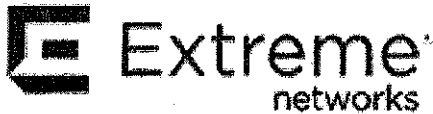
1. Prices

The price of the Products shall be set forth in Extreme's price list then in effect when Extreme accepts Purchaser's order or when such items are shipped, whichever is lower, less any applicable discount. Extreme reserves the right to change its price list without prior notice. Prices do not include freight, insurance, or other similar charges. Any such charges will be added to the price or separately invoiced to Purchaser. Prices, associated costs, fees and charges, if any, and terms and conditions attributable to Services (including both professional services and support / maintenance Services) are as published here: <http://www.extremenetworks.com/support/policies>

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4. Shipment and Delivery

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5. License

The Extreme Software is licensed subject to the terms and conditions of the then-current Extreme End User License Agreement for such Software in effect at the time the Software is provided. In the case of Third Party Software, the Third Party Software is licensed by the third party to the Purchaser subject to any applicable terms and conditions. Purchaser agrees that Purchaser will not attempt, and if Purchaser is a corporation, Purchaser will use Purchaser's best efforts to prevent Purchaser's employees and contractors from attempting, to reverse engineer, disassemble, modify, translate, create derivative works, rent, lease, loan, distribute or sublicense the Products, in whole or in part. Title to and ownership of the Software and Documentation, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Products, shall at all times remain the property of Extreme or Extreme's licensors.

6. Warranty to Purchaser for Extreme Products

6.1. Limited Warranty

Extreme warrants Extreme Products solely to Purchasers and pursuant to the terms and conditions of the warranty as published on Extreme's website under Extreme Networks Support Policies and Guidelines and applicable End User License Agreement as posted at <http://www.extremenetworks.com>, and/or is delivered with the Extreme Products. In the event of a failure of any Extreme Product to comply with the foregoing warranty during the applicable warranty period (a "Defect"), Extreme shall, at its option, repair or replace the Extreme Product or refund the fees paid by Purchaser for such Extreme Product (following Purchaser's return of the Extreme Product), or provide a workaround for the Defect. Products provided as replacement products may be new or refurbished products. The foregoing sets forth Purchaser's sole and exclusive remedies for a breach of the above limited warranties. Extreme makes no warranty as to the Third Party Products and Third Party Software.

6.2. Return Procedures

Third Party Products are not returnable to Extreme. Extreme Products shall be non-returnable except as provided in Section 6.1 ("Limited Warranty") or under a current maintenance support entitlement. Prior to any return by Purchaser of any Extreme Product, Purchaser shall obtain a return material authorization ("RMA") from Extreme. Purchaser shall return the entire contents of the defective Extreme Product and dated proof of purchase for the defective Extreme Product, if requested by Extreme, marked with the RMA number, to Extreme's designated repair facility, freight prepaid within thirty (30) days of receipt of the RMA, with a written statement describing the Defect. Extreme shall only be obligated under its warranty for Extreme Products with Defects which are reproducible by Extreme in the execution environment. Extreme will pay the transportation charges (excluding taxes, duties and customs) in accordance with the warranty program or support plan purchased for such Extreme Product. Extreme may refuse any Extreme Product not accompanied by an RMA and such refused shipments will be returned to Purchaser freight collect. Purchaser retains sole responsibility for risk of loss or damage to Extreme Products during shipment to and from Extreme hereunder. Replacement products will be warranted for the remaining warranty period of the original Product.

6.3. Disclaimer of Warranties

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS" AND EXTREME AND ITS SUPPLIERS AND AUTHORIZED PARTNERS MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING PRODUCTS, EXCEPT TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE PROHIBITED BY APPLICABLE LAW. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR YOUR USE THEREOF. WITHOUT LIMITING THE FOREGOING PROVISIONS, EXTREME MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

7. Maintenance

Purchaser may obtain maintenance and support services for Extreme Products by contacting Extreme for the appropriate maintenance agreement, subject to the terms thereof. Such terms and conditions are as further described in Extreme's terms of support published here: <http://www.extremenetworks.com/company/legal/terms-of-support/>. Extreme may, in its sole discretion, impose additional charges for updates and new versions of Extreme Products that encompass features or functions not performed by the Extreme Products as originally sold to Purchaser. Maintenance and support services for Extreme Products will be provided to Purchaser in accordance with the terms and conditions associated with such service. Extreme will not provide any maintenance or support services for Third Party Products. Maintenance and/or support services may be provided by Third Party subject to any applicable Third Party terms and conditions.

Limitation of Liability



IN NO EVENT WILL EXTREME BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT EXTREME WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, EXTREME'S TOTAL LIABILITY TO PURCHASER ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE PRODUCTS SHALL BE LIMITED TO THE TOTAL PAYMENTS TO EXTREME UNDER THIS AGREEMENT FOR THE RELEVANT PRODUCTS. IN NO EVENT WILL EXTREME BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM DEATH OR PERSONAL INJURY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH EXCLUSIONS MAY NOT APPLY TO PURCHASER.

9. Confidential Information

Purchaser agrees to exercise at least the same degree of care to safeguard the confidentiality of the Products and any other confidential information of Extreme as Purchaser would exercise to safeguard the confidentiality of Purchaser's confidential information, but not less than reasonable care.

Purchaser agrees not to (i) disclose to any third party any confidential information of Extreme; (ii) reproduce the Products or any portion thereof in any form or medium, or (iii) use the Products or other confidential information of Extreme for any purpose not specified in this Agreement. Purchaser warrants that all persons having access to the Products or other confidential information of Extreme under this Agreement will abide by the obligations set forth in this Section 9. Purchaser agrees not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon or contained within the Products, its containers or Documentation. Purchaser agrees to comply with all legends that appear on or in the Products.

10. Term and Termination

The term of this Agreement shall continue unless terminated in accordance with this Section. Extreme may terminate this Agreement at any time upon (i) bankruptcy, insolvency or receivership of Purchaser; or (ii) any material default by Purchaser of this Agreement not cured within thirty (30) days after Purchaser receives written notice thereof.

11. Export Control

In exercising its rights under this Agreement, Purchaser agrees to comply strictly and fully with all export controls and regulations imposed on the Products by the US and any country or organization or nations within whose jurisdiction Purchaser operates or does business.

12. Government Rights

If Products are being acquired by the U.S. Government, the Software and related Documentation is commercial computer software and commercial computer software documentation developed exclusively at private expense, and (i) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (ii) if acquired by or on behalf of units of the Department of Defense ("DoD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202, DoD FAR Supplement and its successors.

3. General Provisions

Purchaser shall not assign this Agreement or transfer any of the rights, duties, or obligations arising under this Agreement without the prior written consent of Extreme. This Agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. This Agreement will be governed by and construed according to the laws of California, without regard to that body of law controlling conflicts of law. In the event of any dispute or claim arising out of this Agreement, the parties hereby submit to the jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable. This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements, whether written or oral.