

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 8-K**

**CURRENT REPORT**  
**PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (date of earliest event reported):

**September 29, 2014**

**EXTREME NETWORKS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation)

**000-25711**

(Commission File No.)

**77-0430270**

(I.R.S. Employer Identification  
No.)

145 Rio Robles  
San Jose, California 95134

(Address of principal executive offices)

Registrant's telephone number, including area code:

**(408) 579-2800**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(c)

**Appointment of Certain Officer**

Effective October 1, 2014, Jeffrey White joined Extreme Networks, Inc. (“*Extreme Networks*” or the “*Company*”) as Chief Revenue Officer. Mr. White, age 43, has more than 20 years of networking industry experience, including sales and management leadership roles in the United States and internationally. He most recently served a dual role as president for Cisco’s India and South Asian Association for Regional Cooperation (SAARC) based in Bangalore, India, where he led the sales and financial operations. He was also senior vice president with general management responsibility spread across the functions of engineering, services, marketing and operations. Prior to that, Mr. White was the vice president of Cisco Asia-Pacific, Japan and China Service Provider. Prior to Cisco, White held a number of positions in sales leadership at Ameritech, an Incumbent Local Exchange Carrier, and at Anixter, a national system integrator. Mr. White holds a M.B.A. in International Business from the University of Texas at Dallas.

In accordance with an offer letter agreement entered into with the Company (the “*Offer Letter*”), Mr. White will receive an annual salary of \$450,000, less applicable taxes and withholdings, and will be eligible to participate in the Company’s standard employee benefits plans. Mr. White will also be entitled to receive a sign on bonus of \$100,000, less applicable taxes and withholdings. If Mr. White voluntarily leaves the Company or is terminated for cause before the first anniversary of his hire date, he will be required to repay the bonus.

Upon the approval of the Company’s Board of Directors or Compensation Committee, Mr. White will be granted a one-time option to acquire 300,000 shares (the “*Options*”) of the Company’s common stock with an exercise price equal to the closing price of the Company’s common stock on the date determined by the Board of Directors. One-fourth of the shares subject to the Option Grant will vest on the first anniversary of Mr. White’s employment, subject to Mr. White’s continued service with the Company at that time. The remaining shares will vest monthly over the following three years at a rate of 1/48th of the entire option each month, so long as his service to the Company continues. Mr. White will also receive a one-time grant of 100,000 shares of restricted stock that will vest in three annual installments from his employment commencement date, subject to his continued service to the Company.

Subject to the approval of the Board or Compensation Committee, Mr. White will be entitled to receive a total of 275,000 performance based shares (“the *PSUs*”) based on the goal attainment as presented in the Offer Letter covering the two year period ending June 30, 2016.

In addition, Mr. White will be eligible to participate in the Company’s Executive Incentive Plan (“*EIP*”) with an annual target of one hundred percent (100%) of his annual base salary.

In addition, the Company has agreed to enter into an executive change in control severance agreement with Mr. White in the form standard for the Company’s executive officers, under which, in the event of his termination in connection with a change in control of the Company, Mr. White will be entitled to 12 months of his salary as then in effect, and 12 months of medical benefits payments. Finally, in the event of Mr. White’s termination other than for cause and not in connection with a change in control of the Company, the Company has agreed to provide Mr. White a severance of 6 months of his salary as then in effect and 6 months of medical benefits payments as further defined in the Offer Letter.

There are no family relationships between Mr. White and any director or executive officer of the Company, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Copies of the press release concerning the events above and Mr. White’s Offer Letter are attached as **Exhibit 99.1** and **Exhibit 10.1**, respectively, to this Current Report on Form 8-K. The description of the terms of the offer letter is qualified in its entirety by the full text of the offer letter filed herewith as **Exhibit 10.1**.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

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| 10.1 | Offer Letter executed September 29, 2014, between Extreme Networks, Inc. and Jeffrey White. |
| 99.1 | Press Release   |

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 2, 2014

### EXTREME NETWORKS, INC.

By: /s/ ALLISON AMADIA

**Allison Amadia**

*Vice President, General Counsel, and Corporate Secretary*

September 29, 2014

Dear Jeff,

We are pleased to offer you a position with Extreme Networks, Inc (the “**Company**”) as Chief Revenue Officer, reporting to the Company’s CEO, Mr. Chuck Berger. Should you decide to join the Company, you will receive a semi-monthly salary of \$18,750 (which equals \$450,000 on an annualized basis), less applicable taxes and withholdings, in accordance with the Company’s normal payroll procedures.

Commencing on your Hire Date (on a pro rata basis for the quarter in progress), you will be eligible to participate in the Executive Incentive Plan (“EIP”) with an annual target of 100% of your annual base salary.

In addition, you will receive a sign-on bonus of \$100,000.00 less applicable taxes and withholdings, on the second pay period following your Hire Date. Should you voluntarily terminate your employment with the Company, or if you are terminated from the Company for cause, prior to the first anniversary of your Hire Date, you will be required to repay 100% of the sign-on bonus.

As a Company employee, you are also eligible to receive certain employee benefits including stock options. Subject to the approval of the Board or the Compensation Committee, we are pleased to offer you a one-time option to acquire 300,000 shares of common stock (the “**Options**”). Generally, grants are reviewed for approval once a quarter, and are awarded at an exercise price equal to the closing price of the Company’s common stock on the second business day after we publicly announce our financial results for the quarter. One-fourth (1/4) of these shares will vest one year from your first date of employment, provided that you are still employed by the Company at that time. The remaining shares will vest monthly over the following three years, at a rate of 1/48th of the entire option each month, so long as your employment with the Company continues. In addition you will receive a grant of 100,000 shares of restricted stock that will vest in three installments of one-third of the shares on your first anniversary, one-third on your second anniversary of employment, and one-third on your third anniversary of employment. All vesting and rights to exercise under any Options offered hereunder will also be subject to your continued employment with the Company at the time of vesting. Your equity awards are also subject to the terms of our Executive Change in Control Severance Plan.

Additionally, subject to the approval of the Board or the Compensation Committee, you will be entitled to incentive equity as follows:

One-time grant of 40,000 PSU’s if and when Company revenue exceeds Q2 FY2015 AOP by at least 5% with vesting at 100% one year after time of achievement. Grant is terminated if goal is not achieved by end of Q2 FY2015.

One-time grant of 40,000 PSU’s if and when Company revenue exceeds Q3 FY2015 AOP by at least 5% with vesting at 100% one year after time of achievement. Grant is terminated if goal is not achieved by end of Q3 FY2015.

One-time grant of 45,000 PSU’s if and when Company revenue exceeds Q4 FY2015 AOP by at least 10% with vesting at 100% one year after time of achievement. Grant is terminated if goal is not achieved by end of Q4 FY2015.

One-time grant of 150,000 PSU’s if and when Company revenue exceeds \$768mm (20% above FY 2015 AOP) in either FY2015 or FY 2016 (but not both) with vesting at 100% one year after date of achievement. Grant is terminated if goal is not achieved by end of FY2016.

All revenue metrics are as achieved through organic growth not acquisition.

Your Option grant and any Restricted Stock and performance stock grant are each further conditioned on your execution of the Company’s standard form of employee stock option and restricted stock agreement, respectively, and will be governed by and subject to the terms of those agreements.

### ***Executive Change in Control Severance***

The Company also has a policy of providing a Change in Control Severance Plan for its executive officers in the event of an acquisition of the Company. Those provisions will be set forth in your Executive Change in Control Severance Agreement and will be the same as those standard terms currently in effect for the other executive officers of the Company with your benefit including a payment equal to 12 months of salary. A copy of the Change in Control Severance Plan has been enclosed for your information.

### ***Termination Other than for Cause***

If your employment is terminated by the Company other than for Cause not related to a Change in Control, you will be entitled to receive a severance payment equal to 6 months of your base salary as of your date of termination and up to 6 months of COBRA subsidy. Such consideration shall be conditioned in its entirety upon your release of claims against the Company Group. “Cause” means the occurrence of any of the following:

- (1) your theft, dishonesty, misconduct, breach of fiduciary duty for personal profit, or falsification of any documents or records of the Company and each present or future parent and subsidiary corporation or other business entity thereof (a “Company Group”);
- (2) your material failure to abide by the code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct) of any member of the Company Group;
- (3) your misconduct within the scope of Section 304 of the Sarbanes-Oxley Act of 2002 as a result of which of the Company is required to prepare an accounting restatement;
- (4) your unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of a member of the Company Group (including, without limitation, your improper use or disclosure of the confidential or proprietary information of a member of the Company Group);
- (5) any intentional act by you which has a material detrimental effect on reputation or business of a member of the Company Group;
- (6) your repeated failure or inability to perform any reasonable assigned duties after written notice from a member of the Company Group of such failure or inability;
- (7) any material breach by you of any employment, non-disclosure, non-competition, non-solicitation or other similar agreement between you and a member of the Company Group, which breach is not cured pursuant to the terms of such agreement or as provided herein; or
- (8) your conviction (including any plea of guilty or nolo contendere) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which impairs your ability to perform your duties with a member of the Company Group,

provided, however, that prior to any determination that “Cause” has occurred, the Company shall (i) provide to you written notice specifying the particular event or actions giving rise to such determination and (ii) provide you an opportunity to be heard within 15 days of such notice and (iii) provide you with a 15 days to cure such event or actions giving rise to a determination of “Cause”, if curable.

Notwithstanding anything in this agreement to the contrary, the severance payments discussed in this agreement (to the extent that they constitute “deferred compensation” under Section 409A of the Internal Revenue Code (the “Code”) and applicable regulations), and any other amount or benefit that would constitute non-exempt “deferred compensation” for purposes of Section 409A of the Code and that would otherwise be payable hereunder by reason of your termination of employment, will not be payable to you by reason of such circumstance unless the circumstances giving rise to such termination of employment meet any description or definition of “separation from service” in Section 409A of the Code and applicable regulations (without giving effect to any elective provisions that may be available under such definition). This provision does not prohibit the vesting or the determination of the amounts owed to you due to such termination, and if this provision prevents the payment of any amount or benefit to you, such payment shall be made on the date, on which an event occurs that constitutes a Section 409A “separation from service,”.

### ***Additional Benefits***

In addition to the foregoing benefits, you will be eligible to participate in various other Company benefit plans, including its group health, short-term disability, long-term disability, and life insurance plans, as well as its 401(k) and employee stock purchase plans. Your participation in the Company's benefit plans will be subject to the terms and conditions of the specific benefit plans. As an Executive of the Company, you are not eligible to participate in the Company's Paid Time Off ("**PTO**") program, and you will not accrue any PTO hours. You will, however, be eligible to take paid time off from time-to-time as reasonably necessary for vacation, sick time, or other personal purposes, subject to the needs of your position and the approval of your manager.

### ***Employment at Will***

If you choose to accept this offer, your employment with the Company will be voluntarily entered into and will be for no specified period. As a result, you will be free to resign at any time, for any reason or for no reason, as you deem appropriate. The Company will have a similar right and may conclude its employment relationship with you at any time, with or without cause.

### ***Hire Date and Outside Activities***

You agree to terminate any other employment, consulting or similar engagement you may now have by your hire date of October 1, 2014 ("Hire Date"). You further agree you will not take any outside board positions without approval of the CEO and General Counsel of the Company.

### ***Arbitration***

In the event of any dispute or claim relating to or arising out of this agreement, our employment relationship, or the termination of our employment relationship (including, but not limited to, any claims of wrongful termination or age, gender, disability, race or other discrimination or harassment), you and the Company agree that all such disputes shall be fully, finally and exclusively resolved by binding arbitration conducted by the American Arbitration Association ("**AAA**") in Santa Clara County, California, and we waive our rights to have such disputes tried by a court or jury. The arbitration will be conducted by a single arbitrator appointed by the AAA pursuant to the AAA's then-current rules for the resolution of employment disputes, which can be reviewed at [www.adr.org](http://www.adr.org).

### ***Background Check and Employee Innovation and proprietary Rights Assignment Agreement***

This offer is contingent upon the completion of a customary background check with the results being satisfactory to the Company, your signing the enclosed Employee Innovations and Proprietary Rights Assignment Agreement, and upon your ability to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Please bring this documentation, such as a passport or driver's license and an original social security card, to your Employee Orientation. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

**To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return to Kelley Steven-Waiss, Human Resources at Extreme Networks at 145 Rio Robles, San Jose, CA 95134.**

**This offer of employment, if not accepted, will expire in 5 business days.**

All new employees receive a benefits package from the Human Resources Department. If you have any benefit related questions, please contact Kelley Steven-Waiss at 408-579-2603 or [kswaiss@extremenetworks.com](mailto:kswaiss@extremenetworks.com).

This agreement, along with any agreements referenced above, constitute the entire agreement between you and the Company concerning the terms and conditions of your employment with the Company. This agreement cannot be modified or amended except by a subsequent written agreement signed by you and the Company; provided, however, that the Company may, in its sole discretion, elect to modify your title, compensation, duties, or benefits without any further agreement from you.

Jeff, we look forward to welcoming you to Extreme Networks and we believe you will make an important contribution to the company, in what should be a rich and rewarding experience. If you have any questions, please feel free to contact me.

Sincerely,

/s/ Charles W. Berger

**EXTREME NETWORKS, INC.**

Charles Berger

CEO

I agree to and accept employment with Extreme Networks, Inc. on the terms set forth in this agreement.

/s/ Jeffrey M. White

Jeff White

9/29/2014

Date

## FOR IMMEDIATE RELEASE

### Extreme Networks Appoints Jeff White as Chief Revenue Officer

**SAN JOSE, Calif., Oct. 1, 2014** -- Extreme Networks, Inc. (NASDAQ: EXTR), a leader in high performance networking, today announced the appointment of Jeff White to the position of chief revenue officer (CRO). As CRO, White is responsible for overseeing Extreme's global sales and marketing organizations, operating in 80 countries globally.

White brings more than 20 years of networking industry experience, including sales and management leadership roles in the United States and internationally. He most recently served a dual role as president for Cisco's India and South Asian Association for Regional Cooperation (SAARC) based in Bangalore, India, where he led the sales and financial operations of a \$1B division. He was also senior vice president with general management responsibility for an 11,000 person organization spread across the functions of engineering, services, marketing and operations. Prior to that, White was the vice president of Cisco Asia-Pacific, Japan and China Service Provider, a \$3.5B segment, where significant growth was achieved under his leadership. Prior to Cisco, White held a number of positions in sales leadership at Ameritech, an Incumbent Local Exchange Carrier, and at Anixter, a national system integrator.

"Jeff's proven success in leading global organizations to capture market share will be instrumental in driving Extreme's growth strategy," said Chuck Berger, president and CEO of Extreme Networks. "Jeff's addition to our team further demonstrates our commitment and ability to attract the very best talent to Extreme. His career has been highlighted by numerous accomplishments, having nurtured strategic customer relationships within both the enterprise and service provider markets."

"Extreme Networks offers a unique opportunity, as the company is providing its customers with the most innovative networking technology, completely changing the way we think about network infrastructure and connectivity," said White. "Extreme Networks unique position as a well-established, resourced Silicon Valley-based company combined with the capability to function as a nimble, fast-growing entrepreneurial organization that can react quickly to market transitions and customer needs is invaluable as we move into our next phase."

This announcement follows Extreme Networks' recently introduced global channel program, the [Extreme Partner Network \(EPN\)](#), its unified services portfolio and new products, including its [SDN platform](#).

#### About Extreme Networks

Extreme Networks, Inc. ([EXTR](#)) is setting a new standard for superior customer experience by delivering network-powered innovation and market leading service and support. The company delivers high-performance switching and routing products for data center and core-to-edge networks, wired/wireless LAN access, and unified network management and control. Our award-winning solutions include software-defined networking (SDN), cloud and high-density Wi-Fi, BYOD and enterprise mobility, identity access management and security. Extreme Networks is headquartered in San Jose, CA and has more than 12,000 customers in over 80 countries. For more information, visit the company's website at <http://www.extremenetworks.com>.

Extreme Networks and the Extreme Networks logo are either trademarks or registered trademarks of Extreme Networks, Inc. in the United States and/or other countries. All other names are the property of their respective owners.



Except for the historical information contained herein, the matters set forth in this press release, including without limitation statements as to the features, performance, and benefits of Extreme Networks products, are forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements speak only as of the date. Because such statements deal with future events, they are subject to risks and uncertainties, including network design and actual results of use of the product in different environments. We undertake no obligation to update the forward-looking information in this release. Other important factors that could cause actual results to differ materially are contained in the Company's 10-Qs and 10-Ks that are on file with the Securities and Exchange Commission. <http://www.sec.gov>.