

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

**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):

**July 29, 2013**

**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**

3585 Monroe Street  
Santa Clara, California 95051

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.**

(e)

**Appointment of Certain Officer**

Effective July 29, 2013, Edward Carney joined Extreme Networks, Inc. ("*Extreme Networks*" or the "*Company*") as Executive Vice President of Engineering and Customer Success. Mr. Carney has over 30 years of experience leading research and development, and customer support teams. His experience includes general management at Cisco Research Triangle Park ("*RTP*") where he spent 15 years, and prior to that with IBM. At Cisco, Mr. Carney was vice president of the Networked Solutions Integration Test Engineering laboratory and was the senior executive for its RTP site. He spent 15 years at IBM where he directed engineering for the IBM Global Network. Mr. Carney serves on the Board and is past Chairman for the Food Bank of Central and Eastern North Carolina. Mr. Carney holds a B.S. in General Engineering from the United States Military Academy at West Point, NY.

In accordance with an offer letter agreement entered into with the Company which is attached as **Exhibit 10.1** to this Current Report on Form 8-K, Mr. Carney will receive an annual salary of \$400,000, less applicable taxes and withholdings, and will be eligible to participate in the Company's standard employee benefits plans. Upon the approval of the Company's Board of Directors, Mr. Carney will be granted a one-time option to acquire 500,000 shares (the "*Option Grant*") 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. Carney's employment, subject to Mr. Carney'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. Carney will also receive a one-time grant of 70,000 restricted stock units that will vest in three annual installments from his employment commencement date, subject to his continued service to the Company.

Commencing with Fiscal Year 2014, Mr. Carney will be eligible to participate in the Company's Annual Incentive Plan ("*EIP*") with an annual target of 50% of his annual base salary. The EIP target bonus will be paid if Mr. Carney and the Company meet established performance objectives and attainment of key strategic goals to be determined by the Board of Directors.

In addition, the Company has agreed to enter into an executive change in control severance agreement with Mr. Carney in the form standard for the Company's executive officers, under which, in exchange for delivering a release of claims in favor of the Company, Mr. Carney will be entitled to 12 months of his salary as then in effect, and 12 months of medical benefits payments.

There are no family relationships between Mr. Carney 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 described above and Mr. Carney's offer letter of employment are attached as **Exhibits 99.1** and **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.

10.1 Offer Letter between Extreme Networks, Inc. and Ed Carney.

99.1 Press Release of Extreme Networks, Inc.

## 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: July 29, 2013

By: /s/ ALLISON AMADIA

**Allison Amadia**

*Vice President and General Counsel*

July 17, 2013

Dear Edward,

We are pleased to offer you a position with Extreme Networks (the "**Company**") as Executive Vice President of Engineering and Customer Success, reporting to Chuck Berger. Should you decide to join us, you will receive a semi-monthly salary of \$16,666.66 (which would equal \$400,000.00 on an annualized basis), less applicable taxes and withholdings, in accordance with the Company's normal payroll procedures.

Commencing FY14, you will be eligible to participate in the Executive Incentive Plan ("**EIP**") with an annual target of 50% of your annual base salary.

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 500,000 (five hundred thousand) 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 70,000 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.

All vesting under any Option or Restricted Stock grants offered hereunder will be subject to your continued service with the Company at the time of vesting. You may exercise any Options no later than the ninetieth day following the cessation of your service to the Company. Your Option grant and any Restricted 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.

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 (the "**Severance Plan**"). 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 Severance Plan has been enclosed for your information.

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 a Vice President of the Company, you are not eligible to participate in the Company's Flexible Time Off ("**FTO**") program, and you will not accrue any FTO 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.

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.

You agree to terminate any other consulting or similar engagement you may now have.

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).

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 Inventions 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 Janel Canepa, Talent and Culture 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 Talent and Culture Department. If you have any benefit related questions, please contact Janel Canepa 408-579-3355 or jcanepa@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.

Edward, 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 Chuck Berger.

Sincerely,

/s/ CHARLES 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/ EDWARD CARNEY

Edward Carney

July 19, 2013

Date

FOR RELEASE 12:00 PM PDT JULY 29<sup>th</sup> MONDAY

**Extreme Networks Appoints Industry Veteran Edward T. Carney as Executive Vice President of Product and Customer Success**

*Former Cisco executive to oversee products, services and support for growing network leader*

**SAN JOSE, Calif.; July 29, 2013** -- Extreme Networks, Inc. (Nasdaq: EXTR) today announced the appointment of Edward (Ed) T. Carney as executive vice president of product and customer success, where he oversees the development of market leading network platforms and shapes the customer experience by leading Extreme Networks' global service and support organizations.

Carney is a recognized industry leader with more than 30 years of experience leading R&D and customer support teams. His experience includes general management at Cisco in Research Triangle Park (RTP) where he spent 15 years, and prior to that with IBM. Carney will be based at Extreme Networks facility in the RTP, in Morrisville, NC.

"We have always been known for extreme product innovation. Ed has an impressive history of consistently delivering great networking products, leading successful teams and delivering a superior customer experience," said Chuck Berger, CEO of Extreme Networks. "Our ability to attract an executive of Ed's caliber is another testament to Extreme Networks potential going forward. We all look forward to working with Ed in the coming years."

"I look forward to helping Extreme Networks extend our R&D leadership that accelerates innovation, difference making services and provides an excellent customer experience across the board," commented Carney.

Carney, a resident of North Carolina, holds a B.S. in General Engineering from the United States Military Academy at West Point, NY. At Cisco, Carney was vice president of the Networked Solutions Integration Test Engineering (NSITE) laboratory and was the senior executive for its RTP site. He spent 15 years at IBM where he directed engineering for the IBM Global Network. He also serves on the Board and is past Chairman for the Food Bank of Central and Eastern North Carolina.

**About Extreme Networks, Inc.**

Extreme Networks is a leader in high-performance Ethernet switching for cloud, data center and mobile networks. Based in San Jose, CA, Extreme Networks has more than 6,000 customers in more than 50 countries. For more information, visit <http://extremenetworks.com>

Extreme Networks is a trademark or registered trademark of Extreme Networks, Inc. in the United States and/or other countries. All other names are the property of their respective owners.