



## AEROHIVE NETWORKS, INC. SUPPORT TERMS

The Aerohive Support offerings provide what you need to help you keep your wireless network up and running. Bundled warranty Support provides basic issue resolution and replacement of Aerohive products within the applicable warranty period. If you need round-the-clock access to Technical Support, you can elect to upgrade to Aerohive's Paid Support offering that includes 24x7 or 8x5 Technical Support, web and phone Support access, next day advanced hardware replacement, and software updates.

### Bundled Warranty Support

Every Aerohive product includes a warranty that provides (a) three months of access to the Aerohive Customer Support Portal, which provides standard software updates (including bug fixes and error corrections) and upgrades (including generally available new features and enhancements), and (b) limited lifetime hardware repair or replacement services OR hardware repair and replacement services for a one-year period.<sup>1</sup>

As part of the limited hardware warranty, if you experience a hardware failure that is verified by an Aerohive Technical Support technician, we will ship you a replacement unit within ten days after the date we receive the defective unit<sup>2</sup> and will reimburse you for your reasonable shipping costs.

Bundled warranty Support can be augmented by purchasing an Aerohive Paid Support offering described below.

### Paid Support

Through its Paid Support program, Aerohive offers two levels of Technical Support services.

#### Technical Support

Get Support for an unlimited<sup>3</sup> number of questions or issues either 24 hours a day, 7 days a week (24x7 Paid Support), or Monday - Friday 7:00 A.M. - 6:00 P.M. Pacific Standard Time (8x5 Paid Support). The 24x7 Paid Support plan includes software subscription and next-business-day advanced replacement of hardware. The 8x5 Paid Support plan includes software subscription but not the advanced replacement option. Both levels of Aerohive Paid Support provide access to the Aerohive Technical Support team by phone or online.<sup>4</sup>

Aerohive Technical Support is available by phone at 866-365-9918 (toll-free in the U.S. and Canada) or +1 408-510-6100 (international; collect calls accepted) and online by submitting an issue request via the Aerohive Customer Support Portal. To access the Support Portal, a login is required. You can request a Support Portal login account at [www.aerohive.com/support/login.html](http://www.aerohive.com/support/login.html). Once you have completed portal registration, you can reach Aerohive Technical Support representatives through the online portal or by phone.

With 24x7 Paid Support, Aerohive will use commercially reasonable efforts to respond to your Technical Support requests within four hours of receipt of your online request or voicemail message. Responses may be delivered by email or telephone.

The next-business-day advanced replacement option is only available as part of the 24x7 Paid Support plan. The software subscription offering is not only included as part of the two paid Support plans but is also available separately.

#### Software Subscription

(Included with 24x7 Paid Support, 8x5 Paid Support, and available separately) With a software subscription, you receive the most up-to-date Aerohive software upgrades and updates for HiveOS and HiveManager products.<sup>5</sup> Updates include bug fixes and error corrections. Upgrades include new product features and enhancements that Aerohive makes available to its customers at its discretion.

#### Next-Business-Day Advanced Replacement

(Available only with 24x7 Paid Support) If you experience a hardware failure that is verified by an Aerohive Technical Support team member,<sup>6</sup> you will be sent a replacement unit via a nationally recognized courier to your location within the United States or Canada.

If Aerohive verifies the hardware failure and authorizes a replacement by 1:00 P.M. Pacific Time Monday through Friday, a replacement unit will be shipped to you overnight for next-business-day delivery. If the hardware failure is verified by Aerohive outside of these hours, your replacement unit will be shipped on the next business day for delivery to you on the following business day.

You will have 30 days from the date you receive your replacement unit to return the replaced unit to Aerohive in a pre-paid shipping box. If Aerohive does not receive the replaced unit within the 30-day period, Aerohive will invoice you for the then-current price of the replacement unit.

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1 Subject to the terms and conditions below and the hardware warranty and end user license agreement that accompanies the Aerohive product. The applicable warranty period is specified at: [www.aerohive.com/support](http://www.aerohive.com/support)

2 Subject to the terms and conditions of the hardware warranty that accompanies the Aerohive product.

3 Subject to terms related to excessive use.

4 24x7 and 8x5 access to Technical Support excludes occasional downtime due to system and server maintenance, observed U.S. holidays, and events beyond our reasonable control.

5 Aerohive does not warrant or guarantee that future updates and upgrades will be supported by current Aerohive hardware. Updates and upgrades shall be provided as they are made generally available by Aerohive at Aerohive's sole discretion.

6 Replacements will only be provided for reproducible hardware errors verified by an Aerohive Technical Support representative.

## TERMS AND CONDITIONS

- 1. General.** These terms and conditions (the "Agreement") set forth the terms and conditions that apply to your use of the Aerohive bundled warranty Support and paid Support programs (collectively the "Support Program"). Support Program coverage is non-transferable and is valid for the Support Program member only. Aerohive reserves the right to limit each Support contact to one hour and/or one incident. For purposes of this Agreement, "incident" means a single issue or problem that you ask a Support representative to analyze or resolve. Aerohive may also limit or terminate a Support Program, or may elect not to renew Support Program membership, to any Support Program member who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by Aerohive in its sole discretion. Aerohive may change or add to the terms of the Support Program at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Support Program upon notice by any means Aerohive determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Support Program or on any Aerohive web site.
- 2. Availability.** If you purchase 24x7 Paid Support, Aerohive will provide Support 24 hours a day, 7 days a week during the Term. If you purchase 8x5 Paid Support, Aerohive will provide Support Monday - Friday 7:00 A.M. to 6:00 P.M. Pacific Time (excluding observed U.S. holidays) during the Term. Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, observed U.S. holidays, and events beyond Aerohive's reasonable control. Aerohive is not responsible for long-distance telephone charges incurred in connection with the use of the Support Program.
- 3. Issues Not Covered by Support.** The Support Program does not cover, and Aerohive will have no obligation to provide Support for, Support issues caused by or resulting from any of the following: (a) installation or use of non-Aerohive software on or in the Aerohive product; (b) modifications or repairs to the Aerohive product made by you or any third party without Aerohive's express written authorization; (c) damage or defects caused by accident, neglect, misuse, abuse, failure of electric power, adverse environmental conditions, unusual electrical or physical stress, catastrophe, negligence, improper storage, testing or connection, or other improper treatment; (d) your use of the Aerohive product other than as recommended by Aerohive and/or as provided in the product documentation; (e) misconfiguration of the Aerohive product and/or related software; (f) any software that was released more than one year before the then most current upgrade of the software; or (g) any other causes beyond Aerohive's reasonable control or the acts or omissions of end users or any other third parties. Aerohive shall not be obligated to provide Support services in the event of a discontinuation of the Support Program or gaps in the Support Program resulting from your non-payment.
- 4. Term.** Bundled Warranty Support will commence on the earlier to occur of: (i) thirty (30) days after Aerohive ships the Aerohive product, or (ii) the first date on which you submit a Support request to Aerohive Technical Support and will immediately expire at the end of the applicable published warranty period (the "Bundled Warranty Period"). Paid Support programs will commence on the date you purchase the Paid Support program and will expire in accordance with the Support period described in the ordering document executed by Aerohive or an Aerohive authorized reseller (the "Paid Support Period"). As used in this Agreement, "Term" means either the Bundled Warranty Period or the Paid Support Period, as applicable. Aerohive reserves the right to cease offering renewal of the Paid Support program at any time after the initial Term. Your rights under this Agreement may be terminated by Aerohive immediately and without notice if you fail to comply with any term or condition of this Agreement. Any termination of this Agreement shall not affect Aerohive's rights hereunder.
- 5. Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH, ALL PRODUCTS AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AEROHIVE, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL OTHER WARRANTIES REGARDING THE AEROHIVE PRODUCT, SERVICES PROVIDED AND THE SUPPORT PROGRAM, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. AEROHIVE AND ITS SUPPLIERS DO NOT WARRANT THAT (I) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE; (II) THE PRODUCTS AND DOCUMENTATION WILL MEET THE END USERS' REQUIREMENTS; (III) THE PRODUCTS WILL OPERATE IN COMBINATIONS AND CONFIGURATIONS SELECTED BY THE END USER OR (IV) THAT ALL PRODUCT ERRORS WILL BE CORRECTED.
- 6. Limitation of Liability.** THE ENTIRE LIABILITY OF AEROHIVE AND ITS SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE AEROHIVE PRODUCT AND SUPPORT PROGRAM DURING THE TERM IN WHICH ANY CLAIM ARISES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AEROHIVE AND ITS SUPPLIERS, AGENTS AND REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES OR LOSS OF SYSTEM USE, LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF AEROHIVE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DOES AEROHIVE ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU.

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AEROHIVE AND YOU. AEROHIVE WOULD NOT BE ABLE TO HAVE PROVIDED THE AEROHIVE PRODUCT AND SUPPORT PROGRAM WITHOUT SUCH LIMITATIONS.

- 7. Miscellaneous.** This Agreement, the hardware warranty and the end user license agreement that accompanied the Aerohive Product represent a complete statement of the agreement between you and Aerohive, and set forth the entire liability of Aerohive and its Suppliers and your exclusive remedy with respect to the Support Program. In the event of a conflict between this Agreement and the hardware warranty and end user license agreement accompanying the Aerohive Product, the hardware warranty and end user license agreement shall control. The Suppliers, agents, employees, distributors, and dealers of Aerohive are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Aerohive. Any waiver of the terms herein by Aerohive must be in a writing signed by an authorized officer of Aerohive and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara County, California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.