



AEROHIVE NETWORKS, INC. LIMITED HARDWARE WARRANTY

Read the *Aerohive Deployment Guide* carefully before using the product.

LIMITED HARDWARE WARRANTY: LIMITED LIFETIME HARDWARE WARRANTY OR ONE-YEAR HARDWARE WARRANTY

Aerohive Networks, Inc. ("Aerohive") warrants to end users that the Aerohive hardware products will substantially conform to Aerohive's published specifications for the hardware products for either (a) so long as you own the hardware products for up to five (5) years following Aerohive's announcement of the end-of-sale of such hardware products, **OR** (b) a period of one (1) year from the earlier to occur of: (i) ninety (90) days after Aerohive ships the Aerohive product, or (ii) the first date on which you submit a Support or warranty Support request to Aerohive Technical Support (the "Warranty Period"). The applicable Warranty Period will be as specified by Aerohive at www.aerohive.com/support, as updated from time to time. In addition to the foregoing, Aerohive shall provide basic online Technical Support for two (2) weeks from the beginning of the Warranty Period. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THIS PRODUCT. In the event of a hardware failure that is verified by an Aerohive Technical Support team member, Aerohive will replace the defective Aerohive hardware product at no charge to you. The replaced product will be shipped to you within ten (10) days after Aerohive receives the defective unit from you. Aerohive will have no obligation with respect to warranty 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 or operation 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; or (f) any other causes beyond Aerohive's reasonable control or the acts or omissions by end users or other third parties. YOUR EXCLUSIVE REMEDY, AND AEROHIVE'S SOLE LIABILITY, FOR ANY BREACH OF THE FOREGOING LIMITED WARRANTY IS FOR AEROHIVE TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR REPLACE THE RETURNED HARDWARE PRODUCT. IF AEROHIVE CANNOT, OR DETERMINES THAT IT IS NOT PRACTICAL TO, REPAIR OR REPLACE THE RETURNED HARDWARE PRODUCT, THEN AEROHIVE MAY, IN ITS SOLE DISCRETION, REFUND THE AMOUNTS RECEIVED BY AEROHIVE FOR SUCH HARDWARE PRODUCT.

YOUR DUTIES

To receive a replacement hardware product, you must obtain a return materials authorization (RMA) number from Aerohive prior to shipping by contacting Aerohive Technical Support at www.aerohive.com/support/login.html or by phone (+1 408.510.6100 or 866.365.9918). You must return the hardware product within the Warranty Period. Returns made outside the Warranty Period may not be accepted. Returns must be shipped postage pre-paid to the Aerohive service address provided with the RMA number along with a copy of the original sales receipt, your return address, and the RMA number clearly printed on the outside of the package.

Aerohive reserves the right to refuse to provide service free-of-charge if the sales receipt is not provided, if the information contained in it is incomplete or illegible, if the serial number is altered or removed, or if the product has been tampered with or has been altered or used with accessories, devices or equipment inconsistent with Aerohive product documentation, specifications, regulatory equipment authorizations, and recommendations. Aerohive will not be responsible for any losses or damage to the product incurred while the hardware product is in transit.

DISCLAIMER

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN, 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 AEROHIVE, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, "SUPPLIERS") HEREBY SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT, AND THE IMPLIED CONDITION OF SATISFACTORY QUALITY. 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.

LIMITATION OF LIABILITY

IN NO EVENT WILL AEROHIVE, ITS SUPPLIERS, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF GOODWILL, LOSS OF DATA OR SYSTEM USE, AND OTHER BUSINESS LOSS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL AEROHIVE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE HARDWARE, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING BUT NOT LIMITED TO TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, EXCEED THE TOTAL AMOUNT YOU PAID FOR THE AEROHIVE HARDWARE PRODUCT.

The foregoing shall apply notwithstanding any failure or inability to provide the limited remedies set forth in this limited warranty. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you.

CHOICE OF LAW

This limited warranty is governed by the laws of the State of California, without reference to its conflict of law provisions or the U.N. Convention on Contracts for the International Sale of Goods, and shall benefit Aerohive, its successors and assigns. This limited warranty does not affect your statutory rights under applicable laws in force in their locality, or your rights against the dealer arising from their sales/purchase contract.

For further information concerning this limited warranty, contact Aerohive Technical Support online at www.aerohive.com/support/login.html or by phone at +1 408.510.6100 or 866.365.9918.