

2018

END USER
LICENSE AGREEMENT



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NOTICE TO END USER

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- 4 **PROPRIETARY INFORMATION:** "Proprietary Information" means any and all information that Aerohive discloses to you at any time, either directly or indirectly, in writing, orally or by inspection of tangible objects, which if disclosed in writing or tangible form is marked as "Confidential," "Proprietary," or with similar designation, or, if disclosed orally or by inspection or observation, is identified as being proprietary and/or confidential at the time of disclosure, or by the nature of the circumstances surrounding the disclosure should reasonably be treated as proprietary and/or confidential. Proprietary Information includes, without limitation, computer programs, algorithms, know-how, ideas, inventions (whether patentable), and other technical, business, financial, customer and product development information. Aerohive's Proprietary Information includes information relating to the performance information relating to the performance, reliability or stability of the Software, operation of the Software, know-how, techniques, processes, ideas, algorithms, and software design and architecture. As between the parties, such Proprietary Information shall belong solely to Aerohive. During and after the term of this Agreement, you shall hold in confidence and protect, and shall not use (except as expressly authorized by this Agreement) or disclose to any third party, Aerohive Proprietary Information.
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 - A Software Warranty; Warranty Period. Aerohive warrants that for the three (3) month period following delivery of the Aerohive Product to the first end user purchaser (the "**Warranty Period**"), the Software perform in accordance with Aerohive's then-published documentation regarding performance of the Aerohive Product (which documentation, in the form of datasheets, can be found at any time at <http://www.aerohive.com/products/access-points/>).
 - B Hosted Software. With regard to Software which Aerohive provides on a hosted basis, Aerohive will use commercially reasonable efforts for the Warranty Period to make the Software service available except in the event of (a) downtime as a result of repairs, upgrades, maintenance or

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- 10 AEROHIVE PRODUCT IMPROVEMENT PROGRAM:** You agree that Aerohive may collect data relating to your application usage so that Aerohive can analyze this data, including as part of its development of application plug-in signatures. Aerohive may share this collected application usage data with third parties whom we have retained to help in this analysis and development process. In so doing, Aerohive will remove all information identifying particular client devices, IP addresses, users, and networks from the aggregated data that we analyze and any reports that we receive. Aerohive does not share user-specific data with third parties at any time for commercial purposes. Should you wish not to allow Aerohive to collect and analyze your data in this manner, you can opt out of this program at any time by clearing the Participate in the Aerohive Product Improvement Program check box in the *Update Aerohive Product Improvement Settings* section on the *HiveManager Settings* page located at in your HiveManager.
- 11 USE OF PERSONAL DATA:** You acknowledge and agree that with respect to data disclosed to you or which you retain or transfer, including by means of services Aerohive may provide to you, you are acting as the controller of such information and you have the sole and exclusive authority to determine the purposes and means of your use, retention or transfer of such information, including which Aerohive services you receive. Such information may include Personal Information of third parties you allow to use Aerohive products. As a controller of the personal data, you have the sole and exclusive responsibility for complying with any and all applicable data protection laws and regulations relating to the processing of personal data, whether for your company and its employees or for third party data. This includes data processing in relation to Aerohive services you request. Aerohive confirms and warrants that it acts as processor and processes personal data only on behalf of and in accordance with the Aerohive services you request and instructions you may provide.
- 12 EXPORT OF SOFTWARE OR PRODUCT:** You agree to comply fully with all applicable laws, rules, policies, directives and regulations, including the U.S. and any other applicable international export or use laws and (re)-export controls. You also agree that you will not knowingly, without prior written authorization if required, use, sell, export or re-export the Software or Aerohive Product in any medium without the appropriate U.S. and foreign government licenses, certifications and approvals. You further agree that you are solely responsible and liable and legally obligated to comply with all applicable U.S. and international (re-)export control regulations, including requirements to obtain required export licenses and use certifications prior to (re-)export. You

agree to provide Aerohive with such documentation, assurances and access to records as may be required to obtain licenses under the U.S. and such applicable internal export laws and controls.

13 GENERAL: You may not assign this Agreement or any of your rights or duties, by operation of law or otherwise, without Aerohive's prior written consent. Any attempt to assign the Agreement without such consent will be void. This Agreement will be governed by and construed under the laws of the State of California, excluding its conflicts of law principals. Any action a party files arising or relating to this Agreement shall be brought, as appropriate, in the state or federal courts located in Santa Clara County, California, and you irrevocably consent to and waive any objection to jurisdiction and venue in the state and federal courts located in Santa Clara County, California. The United Nations Convention on the International Sale of Goods shall not govern this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by you and a duly authorized representative of Aerohive. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy. The parties to this Agreement are independent contractors and as such will not have any authority to bind or commit the other. Nothing in this Agreement will in any way be construed to create a joint venture, partnership or agency relationship between the parties for any purpose. Aerohive's failure to perform its obligations hereunder shall be excused to the extent and for the period such performance is prevented by any condition or act beyond the reasonable control of Aerohive, including without limitation fire, flood, earthquake, acts of God, explosion, casualty of war, labor dispute, inability to obtain delivery of parts, failure of supplies of electrical power, violence, any governmental law, order, regulation or ordinance. If this Agreement expires or is terminated, the provisions of Sections 2 (Restrictions on Use and Transfer), 3 (Ownership), 4 (Confidential Information), 5C (Warranty Disclaimer), 5D (Warranty Limitations), 7 (Limitation of Liability), 8 (Term and Termination), 9 (U.S. Government Restricted Rights), 11 (Use of Personal Data), 12 (Export of Software or Product), 13 (General) and 14 (audit Rights) shall survive and shall continue to bind the parties. If you have any questions about the terms of this Agreement, please contact Aerohive at support@aerohive.com.

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Your failure to observe all such applicable conditions, and to pay within 30 days of Aerohive's written notification any fees applicable to your use of Aerohive licenses and support services, may result, in Aerohive's discretion, in termination of your use such licenses and support services, with respect to some or all of your implementation of Aerohive Products.

Aerohive may also, upon 45 days written notice, audit your use of Aerohive’s management and operating platforms, to assure in its discretion and satisfaction, your compliance with terms applicable to Aerohive’s subscription-based license and support services, including this EULA. You agree to cooperate with Aerohive audit and provide reasonable assistance and access to all reasonably requested information. You agree that Aerohive shall not be responsible for any of your costs incurred in cooperating with the audit.

ABOUT AEROHIVE

Aerohive (NYSE: HIVE) enables our customers to simply and confidently connect to the information, applications, and insights they need to thrive. Our simple, scalable, and secure platform delivers mobility without limitations. For our customers worldwide, every access point is a starting point. Aerohive was founded in 2006 and is headquartered in Milpitas, CA. For more information, please call us at 408.510.6100 or go to our company’s website at www.aerohive.com.

CORPORATE HEADQUARTERS

Aerohive Networks, Inc.

1011 McCarthy Blvd
Milpitas, California 95035 USA
Phone: 408.510.6100
Toll Free: 1.866.918.9918
Fax: 408.510.6199
info@aerohive.com
www.aerohive.com

INTERNATIONAL HEADQUARTERS

Aerohive Networks Europe LTD

The Courtyard
16-18 West Street
Surrey, UK GU9 7DR
+44 (0)1252 736590
Fax: +44 (0) 1252711901

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