

# 2018

## HIVECARE SUPPORT

Support Terms and Conditions



# CONTENTS

General	3
HiveCare Technical Support	4
Not Covered by Technical Support	4
Product Replacement and Technical Support	4
HiveCare Support Term; Non Transferrable	4
Disclaimer of Warranties	5
Limitation of Liability	5
Miscellaneous	5
License and Support Services Compliance Policy	6
Required License and Support Service Levels	6
Subscription Based Support Services for Perpetual Licenses	6
Compliance Case 1	6
Compliance Case 2	7
Compliance Case 3	8
Compliance Case 4	8
Retroactive Billing	9

---

# GENERAL

This sets forth the terms and conditions that apply to your use of the HiveCare™ Support Program available in conjunction with your purchase and use of Aerohive Networks™ products. Aerohive may limit or terminate HiveCare Support, or may elect not to renew HiveCare Support, at any time and including for any customer who uses the services in an irregular, excessive, abusive or fraudulent manner. Aerohive® may also at any time change or add to the terms of the HiveCare Support, including to delete, discontinue or impose conditions on any feature or aspect of the HiveCare Support, upon notice by any means Aerohive determines in its sole discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions on any Aerohive website or in the Aerohive Support Portal, which can be found at <https://support.aerohive.com/login>. All Aerohive products connected to a HiveManager® must at all times have the same level of HiveCare Support; otherwise, the connected products will receive, at Aerohive's discretion, the lowest level of support then being provided to those devices (which may be no support).

## HIVECARE TECHNICAL SUPPORT

The features and service-level agreements of all HiveCare Support programs can be found on Aerohive's website at <http://www.aerohive.com/support/offerings.html>.

## NOT COVERED BY HIVECARE SUPPORT

HiveCare Support programs do 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 you or any third party make 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 Aerohive recommends and/or provides in the product documentation; (e) misconfiguration of the Aerohive product and/or related software; (f) use any software other than the then-most current upgrade of the software Aerohive makes available for your use; (g) any other cause beyond Aerohive's reasonable control; or (h) the act or omission of an end user or any other third party. Should you allow your support program to lapse but then decide to reinstate the program, you will be obligated to pay for the support during the lapsed term plus for the new term.

## PRODUCT REPLACEMENT AND HIVECARE SUPPORT

Where product replacement may be needed and is covered by Aerohive's Limited Warranty for Products, Aerohive will ship the replacement unit within 24 hours of receipt from you of the suspected failed unit. Where a user has purchased HiveCare Support, Aerohive will ship the replacement product to you for Next Business Day Delivery (NBD), in advance of receiving suspected failed unit(s). In either situation, if, upon receipt of a suspected failed unit, Aerohive determines that the failure is the result of the unit being used in a manner not consistent with its intended use or as provided in the specifications or this agreement, then the unit will not be eligible for replacement and Aerohive will bill you for the product replacement unit as well as the shipping costs. In addition, if you fail to return suspected failed unit(s) within 30 days after Aerohive ships the replacement product to you, Aerohive may charge you (and you agree to pay Aerohive) for the replacement product within 15 days of delivery of an invoice, at Aerohive's then-current list price. For more detailed information regarding the Aerohive Limited Warranty for Products, please visit [https://media.boundless.aerohive.com/documents/Aerohive-Datasheet-Hivecare-Product\\_Warranty.pdf](https://media.boundless.aerohive.com/documents/Aerohive-Datasheet-Hivecare-Product_Warranty.pdf).

## HIVECARE SUPPORT TERM; NOT TRANSFERABLE

HiveCare Support programs will commence as of your purchase date and will expire in accordance with the support period described in the purchase document (the "**Paid Support Period**"). Aerohive may cease offering renewal of the HiveCare Support programs at any time, and Aerohive may terminate your rights under this Agreement or to HiveCare Support immediately and without notice if you fail to comply with any term or condition of this Agreement. HiveCare Support coverage is valid only for the original purchaser and you may not transfer or assign your HiveCare Support, including unused coverage or the remainder of any Paid Support Period, to any third party. Subsequent purchasers of Aerohive products may purchase their own HiveCare Support, which would be subject to terms and conditions then in effect. In the case of a subsequent purchaser of Aerohive products, the HiveCare Support programs shall in no event include the original warranty applicable to the Aerohive product. Any re-sale, transfer or distribution of Aerohive products automatically voids any further warranty or

HiveCare Support for such product, and Aerohive has no obligation or liability to return, refund or credit to you any amount, including pre-paid fees, with respect to any remaining Paid Support Period.

## 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, AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, (COLLECTIVELY, “**SUPPLIERS**”) DISCLAIM ALL OTHER WARRANTIES REGARDING THE AEROHIVE PRODUCT, SERVICES PROVIDED AND THE HIVECARE SUPPORT PROGRAM, INCLUDING ANY WARRANTY OF FITNESS FOR A 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.

## LIMITATION OF LIABILITY

THE ENTIRE LIABILITY OF AEROHIVE AND ITS SUPPLIERS TO YOU FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE AEROHIVE SUPPORT PROGRAM DURING WHICH ANY CLAIM ARISES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AEROHIVE AND ITS SUPPLIERS, AGENTS AND REPRESENTATIVES ARE NOT LIABLE TO YOU 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. THIS LIMITATION OF DAMAGES IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN AEROHIVE AND YOU, AS AEROHIVE WOULD HAVE PROVIDED THE AEROHIVE SUPPORT PROGRAM TO YOU WITHOUT SUCH LIMITATIONS.

## MISCELLANEOUS

This Agreement represents the complete statement and agreement between you and Aerohive, and sets forth the entire liability of Aerohive and Suppliers, and your exclusive remedy, with respect to the HiveCare Support programs. In the event and to the extent of a conflict between this Agreement and any other document – including the Limited Warranty for Products and End User License Agreement accompanying the Aerohive product, the warranty and license agreement shall control. Aerohive’s suppliers, agents, employees, distributors, and dealers 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 Aerohive officer and expressly reference 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.

Aerohive's Connect™ products include with the purchase subscription-based license, access to firmware updates, and community-based support services. The following policy and compliance requirements apply to purchases of Aerohive's HiveCare™ Support offerings.

---

## LICENSE AND SUPPORT SERVICES COMPLIANCE POLICY

Under Aerohive's HiveCare offerings, Aerohive provides subscription-based license and support services, such as HiveCare Support, to end users of Aerohive products. These subscriptions are term and capacity-based: i.e., a subscription will apply for a specific period of time and, at any time during that period, to a specific aggregate number of Aerohive devices. These subscriptions are available in a cloud or on-premises-based implementation. Upon expiration, an end user may renew or obtain a subscription for Aerohive's license and support services, at Aerohive's then commercially available terms and pricing. When utilizing a subscription-based Aerohive license or support service, the end user must at all times comply with the following policy and requirements.

---

## REQUIRED LICENSE AND SUPPORT SERVICE LEVELS

End users of any Aerohive products connected to a HiveManager platform must ensure that all such connected products have the same level of subscription-based license and support services, at all times. Where the end user has not secured the same level of license and support services for all connected products in an implementation, such products will receive, at Aerohive's discretion, the lowest level of license rights and support services then provided for any of the connected products. This may include no license or support services for any of the connected products.

---

## SUBSCRIPTION-BASED SUPPORT SERVICES FOR PERPETUAL LICENSES

On-premises product implementations may include, with the product purchase perpetual license, rights to use the products in conjunction with Aerohive management and operating platforms, such as Aerohive's HiveManager or HiveOS®. Subscription-based support services for on-premises implementations may separately entitle an end user over the term of the subscription and, during that period, for a prescribed aggregate number of Aerohive products, to Aerohive HiveCare Support, which may include access to Aerohive's ATAC and Support Portal, RMA Services under Aerohive's Extended Hardware Protection Program, and software downloads or updates to Aerohive's management and operating platforms, such as HiveManager.

### COMPLIANCE CASE 1

#### Subscription-based support services have expired

- a) Aerohive will notify the end user that its subscription-based support services applicable to the implementation of the connected products have expired.
- b) The end user will have 30 days from Aerohive's notification to purchase new subscription-based support services for the connected product implementation, at Aerohive's then-commercially available terms and pricing. The subscription-based support services would be for a specified renewal term (e.g., typically one, three or five years).
- c) If, after this 30-day period, the end user has not purchased new subscription-based support services the end user will not have access to HiveCare Support, which includes access to Aerohive's ATAC

and Support Portal, and RMA Services under Aerohive's Extended Hardware Protection Program, and will not receive software downloads or updates to Aerohive's management and operating platforms, including HiveManager, with respect to any of the connected products in the implementation.

- d) The end user can continue managing the products using the version of the Aerohive's management and operating platforms, including HiveManager, HiveOS and HiveAgent, operating when the HiveCare Support expired, which will allow the product to continue to apply configuration updates, and collect reporting and management information. Aerohive will also continue to provide standard warranty support and return-to-factory RMA services, for those products still under Aerohive's warranty.

## COMPLIANCE CASE 2

The number of an end user's connected products exceeds the aggregate product limit of the subscription-based support services then in-effect

- a) Aerohive will notify the end user that the number of connected products subject to subscription-based support services exceeds the aggregate product limit of the subscription then in-effect and applicable to the connected product implementation.
- b) The end user will have 30 days from Aerohive's notification to purchase new or additional subscription-based support services, at Aerohive's then-commercially available terms and pricing, to cover the incremental number of connected products. The subscription-based support services would be for a specified renewal term (e.g., typically one, three or five years).
- c) As an alternative to purchasing new or additional subscription-based support services, the end user may during the 30-day period remove from the implementation those incremental connected products which exceed the aggregate product capacity of the subscription-based support services then in-effect and applicable to the implementation.
- d) If, after this 30-day period, the end user has not (a) purchased new or additional subscription-based support services for the incremental number of connected products or (b) removed from the implementation those incremental connected products, the end user will only have access to the lowest level of support services then provided for any of the connected products in the implementation. This may mean that the end user will not have access to HiveCare Support, which includes access to Aerohive's ATAC and Support Portal, and RMA Services under Aerohive's Extended Hardware Protection Program, and will not receive software downloads or updates to Aerohive's management and operating platforms, including HiveManager with respect to any of the connected products in the implementation.
- e) The end user can continue managing the products using the version of the Aerohive's management and operating platforms, including HiveManager, HiveOS and HiveAgent, operating when the HiveCare Support expired, which will allow the product to continue to apply configuration updates, and collect reporting and management information. Aerohive will also continue to provide standard warranty support and return-to-factory RMA services, for those products still under Aerohive's warranty.

## SUBSCRIPTION-BASED LICENSE AND SUPPORT SERVICES

As part of HiveCare Support, an end user may purchase subscription-based license and support services that entitle the end user over the subscription term and, during that period, for a prescribed aggregate number of devices, to license rights to use the products in conjunction with Aerohive management and operating platforms, such as Aerohive's HiveManager or HiveOS. Subscription-based support services entitle an end user over the subscription term and, during that period, for a prescribed aggregate number of Aerohive products, to Aerohive HiveCare Support, which may include access to Aerohive's ATAC and Support Portal, RMA Services under Aerohive's Extended Hardware Protection Program, and software downloads or updates to the applicable Aerohive management platforms, including HiveManager, HiveOS, and HiveAgent.

## COMPLIANCE CASE 3

### Subscription-based license and support services have expired

- a) Aerohive will notify the end user that its subscription-based license and support services applicable to the connected product implementation have expired.
- b) The end user will have 30 days from Aerohive's notification to purchase new subscription-based license and support services for the connected product implementation, at Aerohive's then-commercially available terms and pricing. The subscription-based license and support services would be for a specified renewal term (e.g., typically one, three or five years).
- c) If, after this 30-day period, the end user has not purchased new subscription-based license and support services the end user will not have access to HiveCare Support, which includes access to Aerohive's ATAC and Support Portal, and RMA Services under Aerohive's Extended Hardware Protection Program, and will not receive software downloads or updates to Aerohive's management and operating platforms (when deployed on-premises), including HiveManager, with respect to any of the connected products in the implementation.
- d) The end user also will not be able to manage the products (including receiving configuration updates, and collecting reporting and management information). However, Aerohive will continue to provide standard warranty support and all RMA services under Aerohive's standard return-to-factory warranty policy, for those products still under Aerohive's warranty.

## COMPLIANCE CASE 4

### The number of an end user's connected products exceeds the aggregate product limit of the subscription for license and support services then in-effect

- a) Aerohive will notify the end user that the number of connected products subject to subscription-based license and support services exceeds the aggregate product limit of the subscription then in-effect and applicable to the connected product implementation.
- b) The end user will have 30 days from Aerohive's notification to purchase new or additional subscription-based license and support services, at Aerohive's then-commercially available terms and pricing, to cover the incremental number of connected products. The subscription-based license and support services would be for a specified renewal term (e.g., typically one, three or five years).
- c) As an alternative to purchasing new or additional subscription-based license and support services, the end user may during the 30-day period remove from the implementation those incremental connected products which exceed the aggregate product capacity of the subscription-based license and support services then in-effect and applicable to the implementation.
- d) If, after this 30-day period, the end user has not (a) purchased new or additional subscription-based license and support services for the incremental number of connected products or (b) removed from the implementation those incremental connected products, the end user will only have access to the lowest level of services then provided for any of the connected products in the implementation. This may mean that the end user will not have access to HiveCare Support, which includes access to Aerohive's ATAC and Support Portal, and RMA Services under Aerohive's Extended Hardware Protection Program, and, when deployed on-premise, will not receive software downloads or updates to Aerohive's management and operating platforms, including HiveManager with respect to any of the connected products in the implementation.
- e) When deployed on-premises, the end user can continue managing the products using the version of the Aerohive's management and operating platforms, including HiveManager, HiveOS and HiveAgent, operating when the HiveCare Support expired, which will allow the product to continue to apply configuration updates, and collect reporting and management information. Aerohive will also continue to provide standard warranty support and return-to-factory RMA services, for those products still under Aerohive's warranty.



## RETROACTIVE BILLING

Under any of the Compliance Case examples above, where Aerohive determines, in its discretion, that an end user is receiving or has received license rights and/or support services in the absence of appropriate purchased subscription-based license and support services, or which exceed the period or aggregate product scope of such purchased subscriptions, including receiving upgrades to its HiveManager platform and other support services, Aerohive reserves the right to charge and invoice the end user for such license rights and/or support services, as follows.

- a) For HiveCare Support associated with Aerohive's management and operating platforms, including HiveManager, HiveOS and HiveAgent being used in an on-premises deployment, retroactively from the date of expiration from the last applicable and effective subscription, and at Aerohive's then full commercial rate for such license and/or support services.
- b) For all other HiveCare Support, from the effective date of the new subscription.

## 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](http://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](mailto:info@aerohive.com)  
[www.aerohive.com](http://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

"Aerohive," "HiveManager" and "HiveOS" are registered trademarks and "HiveCare" is a trademark of Aerohive Networks, Inc. ALL RIGHTS RESERVED.