

Aerohive Networks® Limited Warranty for Products

Before purchasing or using Aerohive products, please carefully review the following Limited Warranty for Products (the "**Limited Warranty**"), These documents, terms and conditions apply to you and your use of Aerohive products and technical support and other offerings. They limit your rights and Aerohive's obligations regarding your purchase and use of Aerohive products and access to Aerohive technical support and other offerings.

EFFECTIVE DATE

This Limited Warranty is effective for all Aerohive products purchased prior to January 1, 2017.

LIMITED WARRANTY FOR PRODUCTS

Aerohive Networks, Inc. ("**Aerohive**") warrants to you – the original end user purchaser (and not to any other or subsequent user, purchaser or owner of the product) – that for the indicated period (the "**Warranty Period**") the following products will substantially conform to the respective Aerohive performance specifications in effect for such products at the time of product delivery.

These specifications can be found at <http://www.aerohive.com/products/overview.html>:

- 1. Aerohive Access Points, and all Routers and Switches**, for the life-time of such products.
However, where Aerohive has announced end-of-life for one of these products, then the warranty period for this product will be five (5) years from Aerohive's announcement.
- 2. Aerohive Server Appliances**, for one (1) year.
- 3. Aerohive Antennas**, Power Supplies, Power Injectors and Mounting Kits, for one (1) year.

As a general matter, all Warranty Period Start Dates are from the original date of shipment of the product Free Carrier (FCA) from Aerohive's facility (Incoterms® 2010), and automatically terminate as of the periods indicated above without further notice from or action by Aerohive.

If, during the applicable Warranty Period, a product fails to perform consistent with the indicated specifications, Aerohive will replace the product at no charge to you (product failure subject to verification by Aerohive's Technical Support). Aerohive will use commercially reasonable efforts to ship a replacement product to you within ten (10) days from the date Aerohive receives the product and verifies the non-performance of the product and eligibility under this Limited Warranty. You must obtain an Aerohive Return Materials Authorization ("**RMA**") and provide the RMA number with the product when shipping to Aerohive. Where you have purchased Extended Product Replacement Protection, Aerohive will ship to you a replacement product within 24 business hours from the time you receive an approved RMA. Shipment to you of a replacement product does not extend the original Warranty Period or expand the scope of the Limited Warranty. Certain other conditions and potential costs may apply to your ability to use Aerohive's RMA procedures and obtain replacement products (including, in certain situations, an obligation to pay for replacement products or return them within specified time frames).

For more information regarding RMA procedures and terms, see RMA Summary at <http://www.aerohive.com/support/technical-documentation>.

THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL END USER PURCHASER OF THE AEROHIVE PRODUCT

Any re-sale, transfer or distribution of such product automatically voids any further warranty obligation or replacement protection. Other than to the extent specifically authorized by Aerohive in writing or directly due to Aerohive conduct, Aerohive will also have no obligation with respect to warranty issues arising 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; (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) use or operation of the Aerohive product other than as recommended by Aerohive and/or as provided in the product documentation (including the Aerohive documentation and datasheets); (e) misconfiguration of the Aerohive product and/or related software; (f) your acts or omissions or those of third parties; and (g) any other cause beyond Aerohive's reasonable control.

YOUR EXCLUSIVE REMEDY, AND AEROHIVE'S SOLE LIABILITY, UNDER THIS LIMITED WARRANTY OR OTHERWISE DUE TO A PRODUCT'S FAILURE TO PERFORM CONSISTENT WITH OUR SPECIFICATIONS OR YOUR EXPECTATIONS OR INTENDED USE IS FOR AEROHIVE TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR REPLACE THE RETURNED PRODUCT. IF AEROHIVE CANNOT, OR DETERMINES THAT IT IS NOT PRACTICAL TO, REPAIR OR REPLACE THE RETURNED PRODUCT, THEN AEROHIVE MAY, IN ITS SOLE DISCRETION, REFUND TO THE ORIGINAL END USER PURCHASER THE PAYMENT AMOUNT AEROHIVE ACTUALLY RECEIVED FOR SUCH PRODUCT.

YOUR DUTIES

To return product for replacement, you must first obtain an Aerohive RMA number by contacting Aerohive Technical Support at www.aerohive.com/support/login.html or by phone (+1 408.510.6100 option 2 or 866.365.9918). You must obtain an RMA number and return the product within the Warranty Period. Returns made outside the Warranty Period for any reason may not be accepted. Returns must be shipped postage pre-paid to the Aerohive service address provided with the RMA number. However, where you have purchased Extended Product Replacement Protection, Aerohive will ship to you a replacement product, Aerohive will provide a pre-paid shipping label. Please include a copy of the original sales receipt and clearly print on the outside of the package your return address and the RMA number. Aerohive may deny (in its sole discretion) any support under this Limited Warranty in the event you do not follow the RMA procedures, the required information is incomplete or illegible, the product serial number is altered or removed, or if the product has been altered or misused 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 during return 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 USER REQUIREMENTS; (III) THE PRODUCTS WILL OPERATE IN COMBINATIONS AND CONFIGURATIONS SELECTED BY THE END USER; OR (IV) PRODUCT ERRORS WILL BE CORRECTED.

LIMITATION OF LIABILITY

IN NO EVENT WILL AEROHIVE OR ITS SUPPLIERS 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 THIS LIMITED WARRANTY AND ITS OBLIGATIONS HEREUNDER, 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 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 in such cases.

CHOICE OF LAW; VENUE; JURISDICTION

This Limited Product Warranty is governed, construed and enforced by the laws of the State of California, without reference to 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. Any dispute or claim arising out of or related to this Limited Warranty, or the interpretation, making, performance, breach or termination thereof, will be exclusively subject to jurisdiction and venue in the appropriate federal or state courts located in Santa Clara County, California and you and Aerohive agree to submit to the jurisdiction of such courts as the exclusive and appropriate venue for such dispute or claim. 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 any direct 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 Option 2 or 866.365.9918.

