

# HiveCare Support - Support Terms and Conditions

**General.** This sets forth the terms and conditions that apply to your use of the HiveCare™ Support programs provided in conjunction with your purchase and use of Aerohive products. Aerohive® may limit or terminate HiveCare Support, or may elect not to renew HiveCare Support, for any customer, including those who use 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 HiveCare Support at any time, and to change, 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 have the same level of support (otherwise the connected products will receive the lowest level of support then available for these devices, which may be no support).

**HiveCare Technical Support.** The features and service-level agreements (“SLAs”) of all HiveCare Support programs can be found in the HiveCare Support summary 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 made 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 available for your use; or (g) any other cause beyond Aerohive's reasonable control or the act or omission of an end user or any other third party. Aerohive shall not be obligated to provide support services in the event of a discontinuation or interruption of the HiveCare Support program resulting from your non-payment. 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.

**HiveCare Support: Product Replacement.** In the event of necessary product replacement due to the product's failure to perform in a manner consistent with the indicated specifications, Aerohive will either ship product replacement the Next Business Day (NBD), which is in advance of receiving suspected failed unit(s) or within 24 hours after the suspected failed unit(s) have been returned to and received by Aerohive, the Return to Factory (RTF) of the suspected failed unit(s). Aerohive's shipment obligations will depend on the terms of the HiveCare Support program purchased and specific support level under the SLA. However, 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 hardware warranty, please visit [http://docs.aerohive.com/pdfs/Aerohive-Datasheet-Hivecare-Product\\_Warranty.pdf](http://docs.aerohive.com/pdfs/Aerohive-Datasheet-Hivecare-Product_Warranty.pdf).

**HiveCare Support Term; Not Transferable.** HiveCare Support programs will commence on the purchase date and will expire in accordance with the support period described in the purchase document (the “**Paid Support Period**”). Aerohive reserves the right to cease offering renewal of the HiveCare Support programs at any time. 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.

HiveCare Support coverage is not transferable or assignable to any third party or applicable to any other Aerohive products. The support coverage is valid only for the original purchaser of HiveCare Support; however, a subsequent purchaser 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 hardware warranty or repair and/or replacement of an Aerohive product. Any re-sale, transfer or distribution of Aerohive product automatically voids any further 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, 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.

**Limitation of Liability.** THE ENTIRE LIABILITY OF AEROHIVE AND ITS SUPPLIERS TO YOU FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE AEROHIVE SUPPORT PROGRAM DURING THE PAID SUPPORT PERIOD IN 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. 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 SUPPORT PROGRAM 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 of a conflict between this Agreement and any other document – including 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.

"Aerohive" and "HiveManager" are registered trademarks and "HiveCare" is a trademark of Aerohive Networks, Inc. All Rights Reserved.