Cloud Services Platform
Cloud Service Level Agreement (SLA)

The Aerohive Cloud Service Level Agreement ("SLA") governs your use of the Aerohive Cloud Services Platform. Please review this SLA together with Aerohive's End User License Agreement ("EULA"), which also governs certain obligations relating to your use of the Cloud Services Platform. Unless otherwise expressly provided below, this SLA is subject at all times to the terms of the EULA then in-effect.

Aerohive ("we," "us," or "Aerohive") reserves the right to change the terms of this SLA or EULA at any time, in accordance with the EULA. A then-current copy of our SLA and EULA may be found at www.aerohive.com/solutions/technology-behind-solution/cloud-platform. The SLA terms below will be fixed for your use of the Cloud Services Platform during the initial term of the subscription. However, if you renew a subscription, the then-current version of this SLA as of the time of renewal will apply to your use throughout the full renewal term.

Service Commitment

Aerohive will use commercially reasonable efforts to make its Cloud Services Platform available to you with an Annual Uptime Percentage of at least 99.99%, excluding planned service maintenance. In the event that Aerohive does not meet this SLA uptime commitment, you will be eligible to receive a Service Credit as follows:

Annual Uptime Percentage	Service Credit
99.9% to 99.99%	5 days
99% to 99.9%	10 days
Below 99%	20 days

Definitions
- "**Agreement**" refers to the licensing and use agreement between you and Aerohive for use of the Cloud Services Platform for the indicated service period.
- "**Annual Uptime Percentage**" is calculated by subtracting from 100% the percentage of 5-minute periods during a Service Year in which Aerohive's Cloud Services Platform was Unavailable to you. If you have been using our Cloud services for less than a full 365 days, your Service Year for purposes of submitting a Claim and determining a Service Credit will be deemed to be the preceding 365 days, but any such days prior to your actual use of the service will be deemed to have had 100% Availability. Any Unavailability occurring during your period of use, but prior to submitting a Claim cannot be used as a basis for future submitted Claims. Annual Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any SLA Exclusion.
- "**Availability**" means the ability to login and perform operations by means of the Cloud Services Platform, that includes MyHive portal and HiveManager Online.
- "**Claim**" means a claim for a Service Credit you submit by opening a support case with Aerohive, on the basis that the Cloud Services Platform has been Unavailable to you during a service period.
- "**Customer**" refers to you – whether an individual or corporate entity – as the end user of the Cloud Services Platform under the Agreement.
- "**Incident**" means any set of circumstances resulting in the Unavailability of the Cloud Services Platform at any time, consistent with the Service Level commitments under the Agreement. An Incident, for purposes of submitting and determining the validity of a Claim, shall not be based on any SLA Exclusions.
- "**Service Credit**" is a dollar credit, calculated as set forth below and in the table above that we may credit back to your account upon your submission of a validated SLA Claim.

- "**Service Level**" means the amount of time expressed as a percentage during which the Cloud Services Platform - including MyHive and HiveManager Online - is available and accessable to Customers.
- "**Service Year**" is the 365 day period preceding the date of an SLA claim.
- "**SLA Exclusion**" means an instance or reason for which the Service Commitment hereunder does not apply and the associated inability to login and perform operations by means of the Cloud Services Platform does not constitute Unavailability for purposes of a Service Credit.
- "**Unavailable**" or "**Unavailability**" means each full increment of 5 minutes during your use of the Cloud Services Platform where your access to the Cloud Services Platform, such as HiveManager Online, has no external connectivity and during which you are unable to login and monitor your devices.

Service Credit Requests

To receive a Service Credit, the Customer must notify Aerohive and submit a Claim within thirty (30) days from the Incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each Incident experienced, (b) the Customer's account number and HiveManager instances that were running and affected during the time of each Incident; (c) the Customer's server request logs, network traceroutes and URL(s) affected by the Incident, and that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and you from receiving a Service Credit. If Aerohive validates the Claim, then we will issue the Service Credit within two billing cycles following the month in which the Claim is submitted.

Service Credit Provisions

Service Credits are your sole and exclusive remedy for any violation of our service level commitments to you under the Agreement (including with respect to any Incident or any Unavailability). Service Credits shall be a credit toward future services only, and not entitle you to any refund or other payment from Aerohive. Service Credits may not be transferred or applied to any other account, nor exchanged for, or converted to monetary amounts.

The maximum Service Credits awarded with respect to Claims a Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate the Customer's equivalent monthly Service fees for such month. In the event that an Incident results in the Unavailability of more than one Service Level, you must choose only one Service Level under which to submit a Claim based on that Incident, and you may not submit any other Claim under any other Service Level with respect to the same Incident. Aerohive will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and which Service Levels apply to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Cloud Services Platform:

- Caused by factors outside of our reasonable control, including any force majeure event or interruption or impediment to Internet access or related problems beyond the demarcation point of Aerohive and its Cloud infrastructure suppliers
- That result from Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control)
- That resulted from performing announced service maintenance and platform upgrades.
- Associated to Beta, Evaluation and trial Services accounts
- That result from any actions or inactions from Customer or any third party, including employees, agents, contractors, or vendors, or anyone gaining access to Aerohive Cloud Services Platform by means of Customer's passwords or equipment
- Arising from our suspension and termination of your right to use Aerohive services in accordance with the Agreement.

Aerohive may, but is not obligated to, issue a Service Credit in our sole discretion where your use of the Cloud Services Platform may be Unavailable due to factors other than expressly provided here in this SLA.