

ARUBACARE TERMS AND CONDITIONS

These ArubaCare Terms and Conditions (the “Agreement”) apply to any Supported Products (defined below) that you (“You” or “Customer”) have procured from Aruba Networks, Inc. (“Aruba”) for support or maintenance services for Aruba products (the “Services”). The Services offered by Aruba hereunder are expressly conditioned on Customer abiding by the terms of the Aruba End User License Agreement, which is hereby incorporated by reference into the Agreement. In the event of any conflict between this Agreement and the Aruba End User License Agreement, the terms of the Aruba End User License Agreement shall control.

The Agreement also includes the following Attachments:

1. ATTACHMENT A: Global Parts Advance Replacement Schedule (target arrival time)
2. ATTACHMENT B: Global Technical Support Numbers
3. ATTACHMENT C: Supplemental Support Terms for AirWave Software

Customer acknowledges and agrees that Customer has read, understood and agreed to the terms and conditions of this Agreement. IF YOU DO NOT AGREE WITH ALL THE TERMS, CONDITIONS AND LIMITATIONS OF THE AGREEMENT, YOU MUST CEASE IMMEDIATELY ALL USE OF THE SERVICES. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF ARUBA SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THE SERVICES, ARUBA’S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON CUSTOMER’S ASSENT TO THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY ARUBA, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. DEFINITIONS

1.1 “Access Point Supported Product” means the Aruba Access Points, antennas, and Access Point accessories for which ArubaCare Support is purchased by Customer.

1.2 “Customer Technical Personnel” means any of the designated employees of Customer who have undergone training regarding the proper operation of the Supported Products.

1.3 “Documentation” means Aruba’s published user manuals for the Supported Products that are furnished to Customer by Aruba.

1.4 “Error” means a material failure of the Supported Product to operate substantially in accordance with the applicable Documentation.

1.5 “Hardware” means the physical hardware components of the Supported Product.

1.6 “Maintenance Release” means a grouping of bug fixes related to a particular feature release that is denoted by a change to the right of the second decimal point (e.g., 2.1.1 or 2.1.2).

1.7 “Major Release” means any new version or release of the Software that includes substantial new functionality or features that is denoted by a change to the left of the first decimal point (e.g., 2.0 or 3.0).

1.8 “Minor Release” means any new version or release of the Software that includes some new functionality or features that is denoted by a change to the right of the first decimal point (e.g., 2.1 or 2.2).

1.9 “Patch Release” means a customer specific release to be delivered in the event of an emergency in Aruba’s determination that is denoted by a change to the right of the third decimal point (e.g., 2.1.1.1 or 2.1.1.2).

1.10 “Renewal Term” has the meaning set forth in **Section 6.1 (Term)**.

1.11 “Release” means any of a Major Release, Minor Release, Maintenance Release or Patch Release.

1.12 “Software” means the software components of the Supported Product.

1.13 “Supported Product” means the System Supported Product and the Access Point Supported Product.

1.14 “Support Services” means the services to be performed by Aruba pursuant to this Agreement.

1.15 “System Supported Product” means the Aruba Mobility Controllers, Chassis, Line Cards, Power Supplies, Supervisor Cards, Spares and Software for which ArubaCare Support is purchased by Customer.

2. ARUBACARE SUPPORT

2.1 Technical Support – refer to Section 3 of this Agreement

2.2 Advance Hardware Replacement. If the System Supported Product, or Access Point Supported Product if purchased, when used as intended under normal operating conditions, fails to perform in substantial accordance with the Documentation, Customer shall promptly notify Aruba via email of such failure, including details of the failure that are sufficient to permit Aruba to diagnose and replicate the problem. If the failure is of a character that Aruba determines requires factory repair, then Aruba will use commercially reasonable efforts to ship replacement Hardware after making such determination, based on the schedule set forth in Attachment A. Within thirty (30) days after notice of failure,

Customer will (a) obtain a Return Merchandise Authorization (RMA) number from Aruba; (b) pack the Hardware to protect it from damage while in transit; and (c) ship the nonconforming Hardware to Aruba, with the RMA number clearly displayed on the exterior of the package. If, after attempting to repair the Hardware, Aruba finds no Error in the Hardware, then Aruba may charge Customer a reasonable replacement charge. If Customer fails to ship the nonconforming Hardware to Aruba within thirty (30) days, Aruba will invoice the Customer the list price of the Hardware.

2.3 Releases. Upon purchase of ArubaCare, Customer will be entitled to obtain and use all Major, Minor, Maintenance, and Patch Releases that are made available by Aruba for the Supported Product during the term of this Agreement. Aruba may make such Major, Minor, Maintenance, and Patch Releases available to Customer through electronic download or on optical, magnetic, or other removable media. The provision of any Major, Minor, Maintenance, and Patch Release to Customer will not operate to extend the original warranty period on the Software in the Supported Product. Customer can download the Major, Minor, Maintenance, and Patch Releases from the Aruba Support Center at <https://support.arubanetworks.com>.

2.4 Intellectual Property. Upon the provision of a Release to Customer, such Release will be deemed to be licensed under the terms and conditions of the original software license agreement (“**License Agreement**”) accompanying the Supported Product, and Customer will acquire license rights to use such Release in accordance with the terms and conditions of such License Agreement. There are no express or implied licenses in this Agreement, and all rights are reserved to Aruba.

2.5 On-Site Support. Unless Customer has purchased ArubaCare Same-Day Onsite Support, ArubaCare support is a remote service, and DOES NOT include any provisions for on-site support. At Aruba’s discretion and with approval of the Customer, Aruba may send a resource on site for troubleshooting purposes. Aruba may invoice Customer for time and materials and for reasonable travel and living expenses in accordance with Aruba’s then-current rates. If Customer has purchased ArubaCare Same-Day Onsite Support (for controllers only), a technician will arrive on site to replace the defective unit. This is a hardware replacement service only. Onsite technicians are not deployed to help with troubleshooting or gathering packet captures, etc. The technicians can help assist with installing and testing the replacement Hardware under the guidance of the Customer in order to restore basic IP connectivity.

3. ARUBACARE TECHNICAL SUPPORT SERVICES

3.1 Telephone and E-mail Support

(a) Telephone Support. Aruba will provide telephone support for the use of the Supported Product with its ArubaTAC customer service center twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year. Aruba will use commercially reasonable efforts to provide an initial response within one (1) hour of Customer contacting ArubaTAC for Priority 1 issues (as defined in section 3.2). ArubaTAC

is staffed by experienced engineers trained to provide customer assistance for the Supported Products.

(b) Generally. All telephone support will be provided solely to Customer Technical Personnel, and will consist of answering questions regarding the proper operation of the Software, providing troubleshooting assistance, and rendering general information, advice, and instructions in connection with the end use of the Supported Product. Customer will be responsible for providing first-line helpdesk support for individual end-users of the Supported Product, and Customer will be responsible for screening first-line technical inquiries and escalating to Aruba only those issues that cannot be resolved by the Customer Technical Personnel. Aruba will have no obligation to accept calls directly from, or otherwise interact directly with, personnel other than the Customer Technical Personnel.

In the United States and Canada: 1-800-WIFI-LAN (1-800-943-4526)
International: 1-408-754-1200

Attachment B provides information on technical support access numbers outside of the United States.

(c) E-mail Support. Alternatively, Customer may submit technical inquiries to Aruba via e-mail, at support@arubanetworks.com. Aruba will use commercially reasonable efforts to respond to e-mail within one (1) business day; however, Customer agrees and acknowledges that there may be delays in responses to inquiries submitted via e-mail.

3.2 Error Correction. If the Supported Products exhibit an Error, the Customer will promptly notify Aruba of such Error, and Aruba will use commercially reasonable efforts to address the Error as described in this section.

(a) Priority Levels. If Customer identifies an Error, Customer will promptly report such Error in writing to Aruba providing the serial number of the affected product (for hardware) and specifying (a) the nature of the Error; (b) the circumstances under which the Error was encountered; (c) technical information relating to the operating environment in which the Software was running at the time of the Error; (d) the steps, if any, that Customer took immediately following the Error; and (e) the immediate impact of the Error upon the ability of Customer’s network to function. Upon receipt of such Error report, Aruba will evaluate the Error and classify it into one of the following Priority Levels based upon the following priority classification criteria:

PRIORITY LEVEL	PRIORITY CLASSIFICATION CRITERIA
Priority 1	Critical system or service outage in a live environment that results in a severe degradation of overall network performance and/or significant reduction in capacity.
Priority 2	Intermittent degradation of system or service performance that impacts end-user service quality or impairs network operator control or operational effectiveness. Also includes loss of redundancy or diagnostic capabilities.

Priority 3	Minor degradation of system or service performance that does not impact end-user service quality and minimal impact on network operations.
Priority 4	No impact on system or network operation. Information requests or standard questions on configuration or functionality of equipment.

(b) Problem Resolution

1. Priority Level 1 Errors. Assuming the customer is willing to commit resources to resolve critical issues on a 24x7 basis, Aruba will commit the same resources to work on a round-the-clock basis until a correction or workaround to the Priority Level 1 Error is found. Such corrections or workarounds may take the form of Maintenance or Patch Releases, procedural solutions, correction of Documentation errors, or other such remedial measures as Aruba may determine to be appropriate. Aruba will provide Customer with a problem resolution schedule and inform Customer of its progress on a daily basis. Priority Level I Errors will be downgraded to a Priority Level 2 upon the delivery of a work-around.

2. Priority Level 2 Errors. Aruba will commit resources to formulate a correction or workaround to the Priority Level 2 Error within during Aruba’s normal business hours and in accordance with its existing release schedule. Such corrections or workarounds may take the form of Maintenance or Patch Releases, procedural solutions, correction of Documentation errors, or other such remedial measures as Aruba may determine to be appropriate. Aruba will provide Customer with a problem resolution schedule and inform Customer of its progress on a weekly basis.

3. Priority Level 3 Errors. Aruba will commit to provide corrections or workarounds to Priority Level 3 Errors during Aruba’s normal business hours and in accordance with its existing release schedule. Such corrections or workarounds may take the form of Major, Minor, Maintenance, or Patch Releases, procedural solutions, correction of Documentation errors, or other such remedial measures as Aruba may determine to be appropriate.

4. Priority Level 4 Errors. Aruba will commit to provide resources during normal business hours to provide information assistance or provide feedback.

3.3 Aruba Support Center Web Site. Customer may also access the Aruba Support Center at <http://www.arubanetworks.com/support>. The Aruba Support Center provides Customers with a Knowledge Base, FAQs, field alerts, release notes and product documentation to allow Customers to troubleshoot issues that they may be having with the Supported Products. The Aruba Support Center is available twenty four (24) hours per day, seven (7) days per week.

3.4 Exclusions. Notwithstanding anything to the contrary in this Agreement, Aruba will have no obligation to provide any Support Services to Customer to the extent that Customer’s use of the Supported Products is in breach of the Aruba End User License Agreement or such Support Services arise from or relate to any of the following: (a) any modifications or alterations of the Supported Products by any party other than Aruba or

Aruba's subcontractors; (b) any use of a version of Software other than the current version or the immediately preceding version; (c) any use of the Supported Products in an environment not meeting the operating requirements set forth in the Documentation; (d) any issues arising from the failure of the Supported Products to interoperate with any other software or equipment, except to the extent that such interoperability is expressly mandated in the applicable Documentation; (e) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications or cable network; (f) a force majeure event; or (g) any Error that is not reproducible by Aruba. In addition, Customer agrees and acknowledges that any information relating to malfunctions, bugs, errors, or vulnerabilities in the Supported Products constitutes confidential information of Aruba, and Customer will refrain from using such information for any purpose other than obtaining Support Services from Aruba, and will not disclose such information to any third party. Customer will be charged at Aruba's then current time and material rates for the services rendered by Aruba if Aruba determines that no Error exists.

4. CUSTOMER RESPONSIBILITIES. As a condition to all of Aruba's obligations under this Agreement, Customer will provide the following:

1. Trained Personnel. Customer will ensure that all of its personnel who use the Supported Products in the course of their employment are familiar with the Supported Product to the extent necessary for them to operate the Supported Product with reasonable competence. Without limiting the generality of the foregoing, Customer will cause all Customer Technical Personnel to complete such training and instruction as Aruba may reasonably require from time to time. Upon the appointment of any new Customer Technical Personnel, Customer will take reasonable steps to expeditiously train the new individual to appropriate standards of technical competence.

2. General Cooperation. Customer will cooperate with Aruba to the extent that such cooperation would facilitate Aruba's provision of Support Services hereunder. Without limiting the foregoing, at Aruba's request, Customer will (i) provide Aruba with reasonable access to appropriate personnel, records, network resources, maintenance logs, physical facilities, and equipment; (ii) refrain from undertaking any operation that would directly or indirectly block or slow down any maintenance service operation; (iii) promptly inform Aruba of the physical location of the Supported Products and any changes thereto; and (iii) comply with Aruba's instructions regarding the use and operation of the Supported Products, including ensuring that all equipment is safeguarded by adequate surge protection and backed up with a universal power supply. Customer agrees and acknowledges that Aruba's obligations under this Agreement are limited to the Supported Products, and that Aruba is not responsible for the operation and general maintenance of Customer's operating environment. Without limiting the foregoing, Customer will keep a detailed operations log for the Supported Products and will document any Errors that arise.

5. PAYMENT TERMS

5.1 Payment Terms. In consideration of the Support Services provided hereunder, Customer will pay in advance the annual support and maintenance fees in accordance with current pricing (contact your reseller or Aruba account manager for current

pricelist). Used Support Services fees will be nonrefundable and irrevocable. Payment terms will be thirty (30) days from the date of purchase of the Supported Products. The amounts payable pursuant to this Agreement are exclusive of any sales or use or other taxes or governmental charges, and Customer will be responsible for payment of all such taxes or charges.

5.2 Payments Terms for Renewals. For subsequent Renewals, the applicable annual support and maintenance pricing will be based on the initial price paid in the initial order for those Products, provided, however Aruba may increase such fee, to be effective at the commencement of the future support period, provided that Aruba notifies Customer, in writing, of such fee increase at least thirty (30) days prior to the end of the then current support period and the Support Services fee for the first renewal period shall not increase at a rate greater than five percent (5%) over the fees paid in the first support period for the same number of Products, for the same service offering level and for the same support period. Such notice may be satisfied by a written quote or invoice, in electronic form or otherwise, reflecting such fee increase. All such fees will be invoiced and paid annually in advance of each Renewal Term.

6. TERM AND TERMINATION

6.1 Term. The Term of this Agreement will be for the one (1) year commencing upon the date of shipment of the Supported Products, unless a multi-year contract term has been purchased or the Agreement is terminated earlier in accordance with this section. Subsequently, this Agreement will be automatically renewed for additional successive one (1) year terms (each, a “**Renewal Term**”) upon Customer’s payment of an invoice for the annual support and maintenance fees for the coming year.

6.2 Termination. Aruba shall have the right to terminate this Agreement immediately if the Customer breaches the terms of the Aruba End User License Agreement. Each party will have the right to terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice of breach by the non-breaching party. **SECTION 1 (DEFINITIONS), SECTION 5 (FEES AND PAYMENT), Section 6.2 (Termination), Section 6.3 (Lapsed Support), SECTION 7 (LIMITED WARRANTY), SECTION 8 (LIMITATION OF LIABILITY), SECTION 9 (GENERAL)** shall survive termination, and any paid, but unused support service fees, will be refunded within 30 days of termination.

6.3 Lapsed Support. After any lapse of Support Services through the termination or expiration of this Agreement (other than Aruba’s termination for Customer’s breach), the parties subsequently may elect to reinstate (or instate, as the case may be) such Support Services for Supported Products for which the Support Services lapsed and any Supported Products purchased by Customer not previously covered by Support Services upon the terms and conditions set forth in this Agreement; *provided, however*, that (i) Customer agrees to pay for the period of time that has lapsed as well as the Renewal Term as set forth in Section 6.1, and (ii) such Supported Products (including those Products not previously covered by Support Services) must be in good working condition.

7. LIMITED WARRANTY.

Aruba warrants only to Customer that the Support Services will be performed with at least the same degree of skill and competence normally practiced by Aruba-trained technical support engineers performing the same or similar services. Customer's sole and exclusive remedy, and Aruba's entire liability, for any breach of the foregoing warranty shall be for Aruba to re-perform, in a conforming manner, any nonconforming Support Services that are reported to Aruba by Customer in writing within sixty (60) days after the date of completion of such Services.

EXCEPT AS EXPRESSLY SET FORTH IN THE PRECEDING PARAGRAPH, THE SUPPORT SERVICES AND ALL MATERIALS FURNISHED TO CUSTOMER UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ARUBA AND ITS SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, GUARANTEES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SUPPORT SERVICES AND ANY MATERIALS FURNISHED HEREUNDER, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH IN THE PRECEDING PARAGRAPH.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ARUBA AND ITS SUPPLIERS AND LICENSORS WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE AMOUNTS ACTUALLY PAID TO ARUBA UNDER THIS AGREEMENT DURING THE TERM (OR RENEWAL TERM, AS THE CASE MAY BE) THEN IN EFFECT.

CUSTOMER AND ARUBA AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY FAIRLY ALLOCATE THE RISKS IN THE AGREEMENT BETWEEN THE PARTIES, THAT THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE

UNDER APPLICABLE LAW, AND NOTHING IN THIS AGREEMENT PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

9. GENERAL

9.1 Governing Law. This Agreement and any and all actions arising from or in any manner affecting the interpretation of this Agreement, will be governed by, and construed solely in accordance with, the laws of the State of California without reference to its conflicts of laws provisions or the United Nations Convention on Contracts for the International Sale of Goods. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in U.S. federal court in the Northern District of California, or in the state courts located in Santa Clara County, California.

9.2 Assignment. Customer may not assign or otherwise transfer (through operation of law or otherwise) this Agreement to any third party without obtaining Aruba's prior written consent. Aruba may freely assign and delegate its rights and obligations hereunder. Any purported transfer, assignment, or delegation without the appropriate prior written consent will be null and void when attempted and of no force or effect.

9.3 Waivers; Amendment. No waiver of any terms or conditions of this Agreement will be valid or binding on Aruba unless Aruba makes the waiver in writing. This Agreement may not be altered, amended, modified, or otherwise changed in any way except with the express written agreement of Aruba.

9.4 Notices. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, telegram, telex, telecopier, facsimile transmission, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the Chief Financial Officer (for the Customer) and the Chief Legal Officer (for Aruba). Either party may amend its address and Notice contact person upon written notice to the other.

9.5 Severability. If any provision of this Agreement is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, which will remain in full force and effect.

9.6 Entire Agreement. This Agreement, along with the Aruba End User License Agreement which is incorporated by reference, is intended by the parties to be a complete and wholly integrated expression of their understanding and agreement. This Agreement, including all of its attached exhibits, constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof, and supersedes any other and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, and agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

ATTACHMENT A

Global Parts Advance Replacement Schedule (target arrival time)

ArubaCare Same-Day

For Customers who purchase ArubaCare Same-Day or ArubaCare Same-Day Onsite (where available) replacement parts will arrive within four (4) hours of Aruba's determination that the Supported Product is defective, provided that Customer has promptly informed Aruba of the physical location of the Supported Products. Customers agree that in some locations Aruba may need up to ninety (90) days from the delivery of the initial Support Products purchased by Customer to establish spare depots and identify and train technicians capable of offering on-site services. During this 90 day window, if a part is not available to be delivered same day, Aruba will make commercially reasonable efforts to deliver the replacement part as quickly as possible from the closest parts depot.

ArubaCare Next-Day

For Customers who purchase ArubaCare Next-Day, replacement parts will arrive next business day of Aruba's determination that the Support Product is defective, provided that Customer has promptly informed Aruba of the physical location of the Supported Products. ArubaCare Next-Day is supported in all countries where Aruba is approved to sell product. Customers agree that in some locations Aruba may need up to ninety (90) days from the delivery of the initial Support Products purchased by Customer to establish spare depots. During this 90 day window, if a part is not available to be delivered next day, Aruba will make commercially reasonable efforts to deliver the replacement part as quickly as possible from the closest parts depot.

Calls must be received by the following times for next business day parts arrival based on region:

- 14:00 PST for United States
- 14:00 EST for Canada
- 14:00 CET for EMEA
- 14:00 Singapore Time for APAC

ATTACHMENT B

Global Technical Support Numbers

+1-408-754-1200

United States: 1-800-WIFI-LAN (1-800-943-4526)

Universal Free Phone Service (UIFN): +800-4WIFI-LAN (+800-49434-526)

Available in Australia, France, Germany, Hong Kong, Singapore, Taiwan, UK, Canada, China, Ireland, Israel, Japan, South Africa, Korea

UK: +44 (0) 2071275989

France: +33 (0) 170725559

Germany: +49 (0) 69380977228

India: +91 (44) 55768150

ATTACHMENT C

Supplemental Support Terms for AirWave Software

The following terms apply to the support of the AirWave Management Platform, VisualRF and RAPIDS computer programs, which together comprise the AirWave Wireless Management Suite, as well as the proprietary AirWave Master Console computer program and all other software programs offered under the AirWave or AirWave Wireless name (collectively, the “AirWave Software”).

1. Definitions.

- (a) “**AirWave**” means AirWave Wireless, a division of Aruba Networks, Inc.
- (b) “**AirWave Business Hours**” means AirWave’s regular business hours, which are from 8:00 am to 6:00 pm California Time, Monday through Friday, excluding U.S. holidays.
- (c) “**High Priority Condition**” means any AirWave Software error that results in the AirWave Software being substantially or completely nonfunctional, unavailable or inoperative.
- (d) “**Normal Priority Condition**” means any AirWave Software error that occurs intermittently, affects a non-essential operation, or otherwise results in the AirWave Software failing to operate in accordance with its Documentation in a way that does not substantially interfere with use of the Software.
- (e) “**Purchase Confirmation**” means a written confirmation (which includes email confirmation) that AirWave sends to you to confirm receipt of your purchase order or other ordering document used to purchase AirWave support and confirming certain terms applicable to your receipt of such support. You must notify AirWave within ten business days if any such terms are incorrect; otherwise, AirWave will be entitled to rely on all such terms in providing support hereunder and otherwise performing this Agreement.

2. AirWave will furnish all purchasers of AirWave Software with the following maintenance, support and other services.

- (a) **Scope of Support.** AirWave will provide telephone support for calls received during AirWave Business Hours, on general questions regarding installation, configuration and usage of the AirWave Software. This telephone support will not include support for the AirWave Software with regard to any questions that are specific to your operating environment, to any hardware or other software that you operate, or to any specific needs you may have that are not generally addressed in the Documentation.

- (b) **Designated Support Contact.** AirWave will provide technical support only to a single technical contact that you designate, as identified and confirmed in the Purchase Confirmation. You must notify AirWave in writing in order to change your designated support contact, and your written notice must include name and full contact information for the new individual you designate. All calls to AirWave technical support must come from your designated support contact.
- (c) **High Priority Conditions.** AirWave will provide an initial response to any notice of a High Priority Condition received during AirWave Business Hours within four hours after receipt, and will exercise reasonable efforts to correct (or provide a reasonably satisfactory work-around for) the High Priority Condition within two business days.
- (d) **Normal Priority Conditions.** AirWave will provide an initial response to any notice of a Normal Priority Condition within three business days after receipt and may elect (in its sole discretion) to address any Normal Priority Condition in a subsequent Upgrade; provided, however, that AirWave will exercise reasonable efforts to provide a temporary solution or work-around to the extent that a Normal Priority Condition is inhibiting any operation of the Software.
- (e) **Error Correction.** AirWave will make reasonable efforts to provide a temporary solution or work-around to any High Priority and Normal Priority Conditions. Notwithstanding the foregoing, the failure to achieve a solution or work-around after reasonable effort shall not be a breach of this Plan or the Agreement generally.