

## Terms & Conditions

# Aruba Software-as-a-Service Agreement

**YOU ("CUSTOMER") SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE USING THIS SOFTWARE-AS-A-SERVICE MADE AVAILABLE FROM THE APPLICABLE HEWLETT PACKARD ENTERPRISE ENTITY ("ARUBA"). USE OF THIS SOFTWARE-AS-A-SERVICE IS DEEMED TO CONFIRM YOUR ACCEPTANCE FOR THE FOLLOWING TERMS.**

- 1. Scope and Parties.** This ARUBA Software-as-a-Service Agreement (the "**Agreement**") governs the access and use of the ARUBA Software-as-a-Service (defined below) by the Customer entity from the ARUBA entity fulfilling the Order (defined below). ARUBA and Customer agree that such Order will be governed by the Agreement. The terms of this Agreement become effective when ARUBA accepts a Customer's Order, or upon renewal of an Order ("**Effective Date**"), and will remain in effect unless terminated pursuant to this Agreement. If Customer is a consumer or a small business customer within the meaning of the Australian Consumer Law under the Australian Competition and Consumer Act 2010 (Cth), refer to section 23 and 24 respectively.
- 2. ARUBA Software-as-a-Service.** "**ARUBA Software-as-a-Service**" or "**ARUBA SaaS**" means the Aruba branded online software solutions that ARUBA makes available for Customer use through an Internet connection. The terms for use of each ARUBA SaaS are stated in the applicable service descriptions, data sheets, statements of work, applicable end user license agreements, additional license authorizations, ARUBA proposal quotations, and their applicable exhibits, addenda, and

attachments ("**Supporting Material**") which are incorporated into this Agreement by reference herein, and may be made available to Customers in hard copy or by accessing the ARUBA website. In the event of a conflict, Supporting Material takes precedence over this Agreement.

3. **Orders.** Customers may place orders for ARUBA SaaS through ARUBA's website, ARUBA's authorized resellers, customer-specific portal, or by letter, fax, or e-mail (each upon ARUBA's acceptance, an "**Order**"). The term of each ARUBA SaaS subscription is stated in the applicable Order or Supporting Material ("**SaaS Order Term**") and begins on the date that ARUBA SaaS is made available to the Customer.
4. **Access Rights.** Customer is responsible for any and all use of ARUBA SaaS through the Customer's credentials or any account that the Customer may establish. Customer agrees to maintain the confidentiality of Customer's account, credentials, and any passwords necessary to use ARUBA SaaS. Should Customer believe that there has been unauthorized use of Customer's account, credentials, or passwords, Customer must immediately notify ARUBA.
5. **Usage Limitations.** ARUBA SaaS solutions may be used only for a Customer's internal business purposes and not for commercialization, unless expressly permitted otherwise. Customer will not: (i) exceed any usage limitations identified in the Supporting Material; (ii) except to the extent expressly permitted in Supporting Material, sell, resell, license, sublicense, lease, rent, or distribute an ARUBA SaaS solution or include the ARUBA SaaS solution as a service or outsourced offering, or make any portion of an ARUBA SaaS solution available for the benefit of any third party; (iii) copy or reproduce any portion, feature, function, or user interface of the ARUBA SaaS solution; (iv) interfere with or disrupt the integrity or performance of an ARUBA SaaS solution; (v) use an ARUBA SaaS to submit, send, or store Customer-provided SaaS Data that is obscene,

threatening, libellous or otherwise unlawful or tortuous material, violates any third party's privacy rights, or infringes upon or misappropriates intellectual property rights; (vi) use ARUBA SaaS to disrupt or cause harm to a third party's system or environment; (vii) access an ARUBA SaaS solution to build a competitive product or service; (viii) reverse engineer an ARUBA SaaS solution; (ix) disclose any information relating to the performance or operation of the ARUBA SaaS solutions (including any benchmarking or other testing results) to any third party without the express prior written consent of ARUBA; or (x) engage a third party to perform security testing on the ARUBA SaaS unless that third party enters into a written non-disclosure agreement directly with ARUBA. Customer is responsible for complying with all terms of use for any software, content, service, or website it loads, creates, or accesses when using ARUBA SaaS solutions.

**6. Payment terms.**

**6.1. ARUBA direct sales:** The following terms and conditions shall apply to sales done directly by ARUBA to Customer.

- a. **Prices and Taxes.** Prices will be as quoted in writing by ARUBA or, in the absence of a written quote, as set out on ARUBA's website, customer-specific portal, or ARUBA published list price at the time an order is submitted to ARUBA. Fees exclude, and Customer will pay or reimburse, all present or future, taxes, fees, and surcharges upon or arising from the provision of the ARUBA SaaS (however levied), unless Customer has provided ARUBA with an appropriate exemption certificate before the relevant ARUBA SaaS is provided. Each party bears sole responsibility for all taxes and assessments upon its own real and personal property and net income. If Customer is required to withhold any tax related to the ARUBA SaaS solution, Customer shall reduce payment to ARUBA by the amount of the tax and provide ARUBA with applicable tax

documentation necessary for ARUBA to reclaim all withheld taxes. If documentation has not been provided within the time prescribed by the taxing authority, Customer will reimburse the withheld amounts to ARUBA.

- b. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of ARUBA's invoice date.

**6.2. Channel Partner sales:** The following terms and conditions shall apply to sales carried out by an ARUBA authorized reseller to a Customer.

- c. Prices, taxes, invoicing and payment terms and conditions shall be exclusively agreed between the applicable ARUBA authorized reseller and Customer.

7. **Customer-provided SaaS Data.** Customer is solely responsible for the data, text, audio, video, images, software, and other content input into an ARUBA system or environment during a Customer's access or use of ARUBA SaaS solutions ("**Customer-provided SaaS Data**"). As between ARUBA and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer-provided SaaS Data. Customer hereby provides to ARUBA all necessary rights to Customer-provided SaaS Data to enable ARUBA to provide the ARUBA SaaS solution. ARUBA will use Customer-provided SaaS Data only as necessary to provide ARUBA SaaS, technical support, or as otherwise required by law.

8. **Personal Data.**

- a. If, in the course of providing an ARUBA SaaS solution, ARUBA processes Customer Personal Data (as defined below), ARUBA shall process such Customer Personal Data only as permitted under this Agreement and in compliance with applicable data protection legislation to which ARUBA is subject as a service provider and

processor of Customer Personal Data, and in accordance with the then current ARUBA Data Processing and Security terms and conditions, which are incorporated into this Agreement by reference herein. For the purposes of the EU Model Contract attached to the ARUBA Data Processing and Security terms and conditions, when applicable, Customer and its applicable affiliates are each the data exporter, and Customer's acceptance of this Agreement, shall be treated as signing of the EU Model Contract and its Appendices.

- b. "**Customer Personal Data**" means personal data of which Customer or its affiliates is the data controller and which ARUBA processes in the course of providing ARUBA SaaS. The terms "**controller**", "**processor**", "**process**", "**processed**", "**processing**", and "**personal data**" used in this Agreement shall be as defined by EU Directive 95/46/EC until May 24, 2018, and thereafter, as defined in the Regulation (EU) 2016/679 (General Data Protection Regulation), unless otherwise defined by applicable data protection legislation.
  - c. If Customer is based in Australia, then sections 8.a) and 8.b) of the Agreement shall not apply, and shall be replaced by the following: **Personal Information**. Each party must comply with their respective obligations under applicable privacy and data protection legislation. If, in the course of providing ARUBA SaaS, ARUBA agrees in writing to process personally identifiable information, ARUBA shall process such data only as permitted under this Agreement and in compliance with privacy and data protection legislation to which ARUBA is subject as a service provider.
9. **Data Security.** ARUBA implements appropriate technical and organizational measures to protect Customer Personal Data and

Customer-provided SaaS Data. The Supporting Material for each ARUBA SaaS describes the measures implemented for such ARUBA SaaS solution.

10. **ARUBA SaaS Performance.** ARUBA's ability to deliver an ARUBA SaaS solution will depend on a Customer's reasonable and timely cooperation and the accuracy and completeness of any information from the Customer needed to deliver the ARUBA SaaS offering.
11. **ARUBA SaaS Operations.** So long as during the SaaS Order Term, ARUBA does not materially degrade the functionality, as described in Supporting Material, of the ARUBA SaaS: (i) ARUBA may modify the systems and environment used to provide an ARUBA SaaS offering; and (ii) ARUBA reserves the right to make any changes to the ARUBA SaaS solution that it deems necessary or useful to maintain or enhance the quality or delivery of ARUBA's services to its customers, the competitive strength of or market for ARUBA's services, or ARUBA SaaS' cost efficiency or performance. ARUBA may use global resources, such as ARUBA affiliates or third parties in worldwide locations to provide ARUBA SaaS and perform its obligations.
12. **License Grant to Software in connection with ARUBA SaaS.** To the extent that ARUBA provides software in connection with an ARUBA SaaS solution, ARUBA grants a Customer a non-exclusive and non-transferable license to use the version or release of the ARUBA branded software listed in the Order or the applicable Supporting Material (the "**Licensed Software**") during the SaaS Order Term. Unless otherwise stated in writing, Customer may only use the Licensed Software for internal purposes and not for further commercialization. Customer may make a copy or adaptation of the Licensed Software only for archival purposes or when it is an essential step in the authorized use of the Licensed Software. Customer agrees that it will not modify, reverse engineer, disassemble,

decrypt, decompile, or make derivative works of any Licensed Software unless permitted by statute, in which case Customer will provide ARUBA with reasonably detailed information about those activities. For non-ARUBA branded software, the third party's licensing terms will govern its use. ARUBA may monitor and audit Customer use of Licensed Software and compliance with any associated license terms and, if ARUBA makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may not sublicense, assign, transfer, rent, or lease the Licensed Software except as permitted in writing by ARUBA.

13. **Warranty.** ARUBA WILL PERFORM ARUBA SAAS WARRANTY WORK BY QUALIFIED PERSONNEL AND IN A WORKMANLIKE MANNER CONSISTENT WITH THE SUPPORTING MATERIAL. TO THE EXTENT PERMITTED BY LAW, ARUBA DISCLAIMS ALL OTHER WARRANTIES. ARUBA DOES NOT WARRANT THAT ARUBA SAAS WILL BE UNINTERRUPTED OR ERROR FREE. IF ARUBA PROVIDES CUSTOMER WITH A FREE-OF-CHARGE SAAS ORDER TERM, INCLUDING BUT NOT LIMITED TO ARUBA SAAS PROVIDED ON AN EVALUATION OR "FREEMIUM" BASIS, ARUBA SAAS IS PROVIDED "AS IS" AND TO THE EXTENT PERMITTED BY LAW, ARUBA DISCLAIMS ALL WARRANTIES AND LIABILITY. ARUBA warranties will not apply if there has been modification, misuse, damage not caused by ARUBA, failure to comply with ARUBA's instructions, or if otherwise provided in the Supporting Materials.
14. **Support Services. Eligibility. Performance.** ARUBA's support services to be provided as part of the ARUBA SaaS offering will be described in the applicable Supporting Material.
15. **Open Source Components.** To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open

source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (a) the software includes a copy of the source code; or (b) if you downloaded the software from a website, a copy of the source code is available on the same website; or (c) if you send ARUBA written notice, ARUBA will send you a copy of the source code for a reasonable fee.

16. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants ARUBA a non-exclusive, worldwide, royalty-free right and license to any intellectual property, including Customer-provided SaaS Data, that is necessary for ARUBA and its designees to deliver ARUBA SaaS solutions.
17. **Intellectual Property Rights Infringement.** ARUBA will defend and/or settle any claims against Customer that allege that an ARUBA branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. ARUBA will rely on Customer's prompt notification of the claim and cooperation with ARUBA's defense. ARUBA may modify the product or service so as to be non-infringing and materially equivalent, or may procure a license. If these options are not available, ARUBA will refund to Customer the balance of any pre-paid amount for the undelivered portion of the affected ARUBA SaaS solution. ARUBA is not responsible for claims resulting from Customer-provided SaaS Data or from any unauthorized use of the ARUBA SaaS. This section shall also apply to Licensed Software, as and when applicable, except that ARUBA is not responsible for claims resulting from Customer-provided SaaS Data, customized configurations or designs (i) performed or provided by Customer or (ii) performed at Customer's direction. Customer will defend and/or settle any claims against ARUBA arising from Customer-provided SaaS Data or customized configuration or designs (i) performed or provided by Customer or (ii) performed at Customer's direction.



18. **Limitation of Liability.** ARUBA's liability to a Customer under this Agreement is limited to amounts actually received by ARUBA pursuant to this Agreement in the twelve (12) month period immediately preceding the act or omission giving rise to the claim. This limit applies collectively to ARUBA, its employees, subsidiaries, contractors, and suppliers. Neither Customer nor ARUBA will be liable for lost revenues or profits, downtime costs, loss or damage of data or indirect, special, or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence, acts of fraud, nor any liability which may not be excluded or limited by applicable law. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations. If Customer is a consumer or a small business customer within the meaning of the Australian Consumer Law under the Australian Competition and Consumer Act 2010 (Cth), this provision does not limit either party's liability for ARUBA's breach of a consumer guarantee under the ACL (subject to section 23(b)). If ARUBA provides customer with a free-of-charge SaaS Order Term, including but not limited to the ARUBA SaaS solution provided on an evaluation or "freemium" basis, ARUBA SaaS solutions are provided "as is" and to the extent permitted by law, ARUBA shall not be responsible for any loss or damage to Customer, its customers, or any third parties caused by the ARUBA SaaS solution or Licensed Software made available for Customer.

19. **Suspension.** ARUBA may suspend Customer's access and use rights to an ARUBA SaaS solution where the Customer fails to make payments when due, Customer breaches Sections 4, 5, 6, 7, 12 or 17 of this Agreement or Customer's use of ARUBA SaaS is in violation of law. Customer remains responsible for applicable fees through date of suspension including usage and

data storage fees. Customer will not be entitled to service credits during any suspension period.

20. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership, or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. ARUBA may terminate this Agreement where Customer's access and use rights are suspended pursuant to Section 19, or to comply with applicable laws or regulations. Any terms in this Agreement which by their nature extend beyond termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

21. **Effect of Expiration or Termination.** Except for termination for cause due to ARUBA's material breach of the Agreement, termination of this Agreement shall not entitle Customer to any full or partial fees' refund, and payment obligations are non-cancelable. Upon expiration or termination of a SaaS Order Term, except as otherwise provided in the Supporting Material:

- a. ARUBA may disable all Customer access to the applicable ARUBA SaaS, and Customer shall promptly return to ARUBA (or at ARUBA's request destroy) any Licensed Software provided with any ARUBA SaaS solution; and
- b. ARUBA may make available certain data in the format generally provided by ARUBA, subject to the terms of the applicable Supporting Material.

22. **General.** This Agreement represents the parties entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist.

Modifications to this Agreement will be made only through an amendment mutually agreed by both parties. The Agreement will be governed by the laws of the country of the ARUBA entity accepting the Order and the courts of that locale will have jurisdiction; however, ARUBA or its affiliate may bring suit for payment in the country where the Customer affiliate that placed the Order is located. This Agreement is assignable by either party only with the other party's prior written consent. Notwithstanding the foregoing, ARUBA may assign this Agreement without the prior approval of Customer to an affiliate, subsidiary or in connection with a merger, reorganization, a transfer of ownership of all or substantially all of ARUBA's stock, or a sale of all or substantially all of ARUBA's assets to which this Agreement relates. The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced. Customer and ARUBA agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflicts of law.

23. **Australian Consumer Law (ACL): Consumer.**
- a. Subject to section 23(b), if Customer is a consumer within the meaning the ACL: (i) ARUBA's products and services are supplied with consumer guarantees that cannot be excluded under the ACL. Customer has a right to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Customer has a right to have the products repaired or replaced if they are not of acceptable quality and the failure is not a major failure; (ii) nothing in this Agreement excludes or limits

any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the ACL (including any consumer guarantee) which cannot be lawfully excluded or limited; (iii) Customer's express warranties under this Agreement are in addition to Customer's rights and remedies under the ACL. Customer's consumer guarantee rights under the ACL prevail to the extent that they are inconsistent with any limitations contained in the express warranty; (iv) if ARUBA products are provided by Customer to ARUBA for repair, they may be repaired using refurbished parts or may be replaced by refurbished products of the same type rather than being repaired. Customer data stored on products may be lost during repair; (v) the express warranty period for ARUBA's products, software and services is set out in the Supporting Material; and (vi) if Customer wishes to receive support or claim a remedy under a warranty under this Agreement or the ACL, Customer should contact ARUBA: Hewlett-Packard Australia Pty Ltd at 410 Concord Road - Rhodes NSW 2138, Telephone number for Australian calls: 13 11 47, Telephone number for international calls: +61 2 8031 8316, or visit [www.hpe.com/au](http://www.hpe.com/au) and select the Customer Service" option for the most current list of phone support numbers.

- b. If a Customer is a consumer within the meaning of the ACL and is purchasing goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then despite any other provision of this Agreement, ARUBA limits its liability for failure to comply with a consumer guarantee as follows: (i) provision of services: to any one or more of the following: re-supply of the services

or payment of the costs of having the services re-supplied; (ii) provision of products: to any one or more of the following: replacement of the products or the supply of equivalent products; repair of the goods; payment of the costs of replacing the goods or of acquiring equivalent goods; or payment of the costs of having the products repaired; and (iii) otherwise, to the maximum extent permitted by law.

24. **Australian Consumer Law (ACL):** If Customer is a Small Business Customer within the meaning of the ACL, then the following clauses of this Agreement are amended as follows: (i) The term of this Agreement will be one year unless terminated pursuant to section 20 (Termination); (ii) section 6(a): pricing in a written quote prevails, but if there is no written quote, then to the extent of any inconsistency between prices on the website, customer-specific portal, or ARUBA's published list price, then the website price prevails; (iii) ARUBA will provide reasonable written notice before suspending or cancelling an open Order or services. (iv) Section 19: ARUBA will provide reasonable written notice before suspending SaaS.

## Additional License Authorizations Aruba Central Terms and Conditions

**YOU ("CUSTOMER") SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE USE OF THE ARUBA SOFTWARE MADE AVAILABLE FROM THE APPLICABLE HEWLETT PACKARD ENTERPRISE ENTITY ("ARUBA"). USE OF THE SOFTWARE SHALL BE DEEMED TO CONFIRM YOUR ACCEPTANCE OF THESE TERMS.**

This Aruba Central Terms and Conditions (the "**Aruba Central Terms and Conditions**") supplements the ARUBA Software-as-a-Service Agreement (the "**Agreement**"), and governs the access and use of Aruba Central. "**Aruba Central**" means a set of cloud-based software services to provide the network administrator key tools to run and operate the network, including control or management functions such as configuration, monitoring, reporting and firmware management. In the event of any conflict between the Agreement or any other contract between ARUBA and Customer, and this Aruba Central Terms and Conditions, the Aruba Central Terms and Conditions will prevail. Capitalized terms not otherwise defined in the Aruba Central Terms and Conditions are defined in the Agreement.

1. Customer may not access and/or use Aruba Central if a Customer is a competitor of ARUBA, except with ARUBA's prior written consent. In addition, Customer may not access and/or use Aruba Central or any other related ARUBA software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
2. Subject to a Customer's full compliance with all the terms and restrictions set forth in this Aruba Central Terms and Conditions and the Agreement, ARUBA will make Aruba Central available to the Customer during the SaaS Order Term for the number of Aruba Central subscriptions available to the Customer. Customer agrees that the use of Aruba Central is not contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ARUBA concerning future functionality or features.
3. Customer acknowledges that, in the course of using Aruba Central, Customer may obtain or learn information, which

may include, without limitation, information relating to the performance, reliability or stability of Aruba Central, operation of Aruba Central, know-how, techniques, processes, ideas, algorithms, and software design and architecture ("**Proprietary Information**"). As between the parties, such Proprietary Information shall belong solely to ARUBA. During and after the SaaS Order Term, Customer shall hold in confidence and protect, and shall not use (except as expressly authorized by this Aruba Central Terms and Conditions) or disclose, Proprietary Information to any third party.

4. ARUBA shall provide Aruba Central: (i) in accordance with the posted or attached service level agreement ("SLA") and (ii) only in accordance with applicable laws and government regulations.
5. Aruba Central may be subject to other limitations, such as, for example, limits on disk storage space, and a limit on the number of devices Aruba Central can access and manage. Subject to the Personal Data provisions of the Agreement, ARUBA retains the right to access all data provided by Customer through Customer's use of Aruba Central in order to develop reports for ARUBA's internal use.
6. ARUBA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ARUBA CENTRAL WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF ARUBA CENTRAL WILL BE UNINTERRUPTED OR ERROR-FREE. ARUBA CENTRAL IS PROVIDED TO CUSTOMER WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

# Aruba Central Service Level Agreement

This Aruba Central Service Level Agreement ("**Aruba Central SLA**" or "**SLA**") sets forth ARUBA's obligations and Customer's rights with respect to the performance of Aruba Central. All capitalized terms used but not otherwise defined in this Aruba Central SLA have the meanings given to them in the Additional License Authorizations - Aruba Central Terms and Conditions (the "**Aruba Central Terms and Conditions**"). ARUBA reserves the right to change the terms of this SLA or the Aruba Central Terms and Conditions at any time. The current version of this SLA as of the time of renewal will apply throughout the full renewal Term.

1. During the SaaS Order Term, Aruba Central will be operational and available to Customer at least 99.95% of the time in any calendar month (the "**Service Level**"). If the Monthly Uptime Percentage does not meet the Service Level in any calendar month, and if Customer has met its obligations under this Aruba Central SLA, then Customer will be eligible to receive a Service Day Credit as follows:

99.9% to <99.95%	5
99% to < 99.9%	7
< 99%	15

2. The aggregate maximum service days credited by ARUBA to a Customer for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Days Credited may not be exchanged for, or converted into, monetary amounts.



3. In order to receive any of the Service Day Credits described above, the Customer must notify ARUBA within 30 days from the time the Customer becomes eligible to receive a Service Day Credit. Failure to comply with this requirement will forfeit a Customer's right to receive a Service Day Credit.
4. The Service Level does not apply to service interruptions:
  - (i) caused by factors outside of ARUBA's reasonable control, including any force majeure event or interruption or impediment to internet access or related problems beyond the demarcation point of ARUBA and its Aruba Central infrastructure suppliers;
  - (ii) that result from Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within ARUBA's direct control);
  - (iii) that resulted from performing announced service maintenance and platform upgrades;
  - (iv) associated with beta, evaluation and trial accounts;
  - (v) that result from any actions or inactions of Customer or any third party, including employees, agents, contractors, or vendors, or anyone gaining access to Aruba Central by means of Customer's passwords or equipment;
  - (vi) arising from ARUBA's suspension and termination of your rights.
5. This Aruba Central SLA states Customer's sole and exclusive remedy for any failure by ARUBA to meet the Service Level.
6. Definitions:

**"Downtime"** means if Aruba Central is unavailable to a Customer due to failure(s) in the ARUBA branded hardware, firmware, or hosted software, as confirmed by both Customer and ARUBA.

**"Monthly Uptime Percentage"** means the total number of

5-minute increments in a calendar month minus the number of 5-minute increments of Downtime suffered in a calendar month, divided by the total number of 5-minute increments in a calendar month.

**"Service Day Credit"** means the number of days that ARUBA will add to the end of the Term, at no charge to Customer.