

Wireless as a Service (WaaS) AGREEMENT

This Wireless as a Service (WaaS) Agreement (“Agreement”) is made and entered into as of _____, 2017 (“Effective Date”), by and between _____ (“Reseller”), having its place of business at _____, and SYNnex Corporation (“SYNNEX”), having its place of business at 44201 Nobel Drive, Fremont, CA 94538.

BACKGROUND

This Agreement governs Reseller’s engagement of SYNnex to provide certain services. The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment. The services, including incidental deliverables, to be provided by SYNnex (“Services”) are detailed in Exhibit A Services Description attached as Exhibit A to this Agreement.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and the applicable Exhibits indicated below:

_____ Exhibit A (Services Description)

The duly authorized representatives of the parties have executed and delivered this Agreement as of the Effective Date.

SYNNEX Corporation

By: _____
Name: _____
Title: _____
Date: _____

(reseller)
By: _____
Name: _____
Title: _____
Date: _____

End User Information:

Organization: _____
Primary Address: _____
City / State / Zip: _____
WaaS Service (Good / Better /Best): _____
WAP Count: _____
Switch Count: _____

GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

1.1 “Agreement” shall have the meaning set forth in the Signature Page.

1.2 “Wireless as a Service” and “WaaS” shall mean Aerohive and related Wireless Access Points and Switches offered as a managed service encompassing both the Aerohive product and associated NOC services defined in this agreement.

1.3 “Autotask PSA” shall mean Autotask Professional Services Automation software.

1.4 “Confidential Information” shall mean the information of a party, which information is conspicuously marked with “Confidential,” or “Proprietary” or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked “Confidential” or “Proprietary.” Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.5 “Effective Date” shall have the meaning set forth in the Signature Page.

1.6 “End User” shall mean a customer of Reseller in the Territory.

1.7 “Intellectual Property” shall mean all worldwide rights arising under contract, statutes, or common law, whether or not perfected, associated with (1) patents and patent applications; (2) works of authorship, including copyrights, mask works, moral rights, and neighboring rights; (3) the protection of trade and industrial secrets and confidential information; (4) any rights analogous to those set forth herein and any other proprietary rights relating to intangible or intellectual property now existing or later recognized in any jurisdiction; and (5) divisions, continuations, renewals, reissues, reexaminations, applications and registrations, and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

1.8 “Monitoring Agent” shall mean SYNnex SERVICESolv Remote Monitoring Platform.

1.9 “NOC” shall mean network operations center.

1.10 “Reseller” shall mean the party, if any, reselling the Services to customer or an end user.

1.11 “Reseller Marks” shall mean any name, logo and trademark of Reseller used by Reseller to identify its products and business.

1.12 “Services” shall mean the Services described in Exhibit A.

1.13 “Supported Operating Systems” shall mean the Hive Manager and Operating Systems listed on Exhibit A attached hereto. Supported Operating Systems are subject to change at any time.

1.14 “Territory” shall mean the United States of America.

SECTION 2 SERVICES.

2.1 SYNEX shall provide the Services, as described in Exhibit A and Reseller agrees to purchase from SYNEX the Services in accordance with the terms and conditions of this Agreement.

2.2 Minimum Standards. Services will only be provided if the Minimum Standards for Services set forth on Exhibit A are met.

SECTION 3 FEES AND PAYMENT.

3.1 Rates. Reseller will pay SYNEX in accordance with the fee structure set forth in Exhibit A.

3.2 Invoicing, Itemization and Payment Procedures. SYNEX will invoice Reseller monthly or annually in accordance with Exhibit A. If Reseller wishes to dispute a charge on an invoice, Reseller must identify the amount of the disputed charge and notify SYNEX in writing of its dispute within thirty (30) days of the invoice date or the dispute shall be waived. Any payment not received within thirty (30) days of the due date will accrue interest at a rate of one and one-half percent (1 ½%) per month, or the highest rate allowed by applicable law, whichever is lower. Without limiting any other rights SYNEX may have under this Agreement or law, SYNEX may at its option suspend the Reseller’s access to the Services at any time after any payment due from the Reseller hereunder is late. Upon payment of entire past due amount plus a \$150 reactivation fee the Service will be reactivated. The acceptance by SYNEX of any late payment or any delay by SYNEX in suspending access to the Service will not act as a waiver or modification of any rights or remedies SYNEX may have hereunder with respect to the Reseller’s late payment or other breach of this Agreement.

3.3 Payment. All payments under this Agreement shall be in United States dollars. Payments shall be due within thirty (30) days of the date of SYNEX’ invoice. All fees payable under this Agreement are non-refundable and non-cancelable.

Payment for project fees or annual Service will be made in advance of delivery of the Service.

3.4 Expense Reimbursement. Reseller will reimburse SYNnex for SYNnex' reasonable travel, living, and other documented expenses actually incurred in connection with the performance of the SOW.

3.5 Taxes, Duties and Fees. The set forth on Exhibit A are exclusive of all applicable local, state and federal sales and use taxes, excise taxes, duties, or any other governmental fees and taxes of whatever nature applicable to the delivery of the Services, whether now in force or enacted in the future. Reseller will be responsible for and will pay when due any and all such taxes, duties, and fees (excluding taxes based on SYNnex' net income.)

SECTION 4 TERM AND TERMINATION

4.1 Term and Termination. The initial term of this Agreement shall commence on the Effective Date and extend for three (3) years thereafter, with annual renewals at then current pricing. Qualifying K-12 schools purchasing under the E-Rate program shall extend for five (5) years rather than the standard three to be in line with E-rate equipment refresh cycles. This Agreement will continue in effect as stated herein unless terminated, in whole or in part, according to one or more of the following provisions:

- (A) At any time upon the mutual written agreement of both parties;
- (B) By either party, following a material breach of this Agreement by the other party and the breaching party's failure to cure such breach within thirty (30) days of it receiving written notice of such breach;
- (C) By either party with or without cause upon thirty (30) days prior written notice of termination to the other party; and
- (D) By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation.

4.2 Return of Equipment. Upon termination of this Agreement by either party, Reseller will return all equipment provided by SYNnex as part of this agreement. This includes but is not limited to Aerohive Wireless APs, switches, power supplies, and cables. Reseller agrees to reimburse SYNnex at current partner price for any equipment not returned within 30 days of termination of this agreement.

4.3 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction. Notwithstanding

the foregoing, each party may retain an archival copy of the Confidential Information as required by record retention policies or law.

4.4 Effect of Termination. Upon termination of this Agreement for any reason, SYNEX will cease work on the effective date of the termination.

4.5 Early Termination. In the event that Reseller terminates agreement prior to completion of the initial 3 year (5 year for E-rate) term, Reseller agrees to pay SYNEX an early termination fee of the greater of either \$150 or an additional 4 months of the current service fees. Notwithstanding the foregoing, the early termination fee shall not apply if the termination is due to SYNEX's failure to perform its obligations under the Agreement for Reseller.

4.6 Survival. The provisions of **Sections 5 through 11** shall survive any termination or expiration of this Agreement and enforcement thereof shall not be subject to any condition precedent, representations and warranties.

SECTION 5 REPRESENTATIONS AND WARRANTIES

5.1 SYNEX represents and warrants that it will make commercially reasonable efforts to provide, maintain and operate the Services to the specifications set forth in Schedule A.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SERVICE. SYNEX EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY CUSTOMER INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SERVICE AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES ON SYNEX'S PART.

SYNEX NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SYNEX, ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF SERVICES TO RESELLER OR END USER. SYNEX SHALL NOT BE LIABLE FOR PERSONAL INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MATERIAL, OPERATION OR PERFORMANCE OF ANY DELIVERABLE OR SERVICE.

5.2 Reseller represents and warrants that (i) any information or materials provided by Reseller and (ii) Reseller's performance of its obligations under this Agreement, will not violate or infringe upon the rights of third parties, including property, contractual, employment, trademark, trade secrets, copyright, patent, proprietary information and non-disclosure rights.

5.3 Reliance on Instructions. SYNEX may rely upon any instructions or information, including but not limited to instructions or information relating to SYNEX performance of Services, provided to SYNEX by a representative of Reseller, and SYNEX shall incur no liability to Reseller resulting from SYNEX's reasonable reliance on such instructions or information.

SECTION 6 PROPRIETARY RIGHTS.

6.1 Intellectual Property Rights. Except as expressly set forth herein, each party shall retain sole ownership of, and all rights to, any Intellectual Property of any kind previously owned by that party or created solely by that party.

(A) SYNEX shall retain all copyright, patent and intellectual property rights with respect to any software or other intellectual property SYNEX may develop in the performance of the Services, including the format of any templates that may be required to display the data and/or information.

(B) The ideas, concepts, methodologies, processes, inventions, workflows, protocols, procedures and tools (including computer hardware and software where applicable) that SYNEX uses to deliver the Services are collectively defined as the "Consulting Methodology." All right, title and interest in and to the Consulting Methodology used in performance of the Services shall remain the property of SYNEX exclusively. No right, title or interest in the Consulting Methodology shall pass to Reseller by operation of law, estoppel or otherwise.

SECTION 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of one (1) year from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this **Section 6.1**. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this **Section 6.1**. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under

which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products or services, for itself or others, that compete with the products, services, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this **Section 7.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 11.7**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 STAFFING.

8.1 Staffing. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this **Section 8.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 11.7**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 9 LIMITATION OF LIABILITY.

9.1 EXCEPT FOR A BREACH OF **SECTION 7.1** OR **SECTION 8.1**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. SYNnex'S LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO SYNnex FOR SERVICES FOR WHICH LIABILITY IS CLAIMED.

9.2 NO LIABILITY FOR VIRUSES OR WORMS: SYNnex MAKES NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE OR CONTENT

DOWNLOADED OR INSTALLED ON RESELLER'S OR END USER'S'S COMPUTER(S) DOES NOT CONTAIN A VIRUS OR OTHER HARMFUL FEATURE AND IT IS RESELLER'S SOLE RESPONSIBILITY TO TAKE APPROPRIATE PRECAUTIONS TO PROTECT ANY COMPUTER OR OTHER HARDWARE OF RESELLER AND END USER FROM DAMAGE TO ITS SOFTWARE, FILES OR DATA AS A RESULT OF ANY SUCH VIRUS OR OTHER HARMFUL FEATURE. NEITHER SYNnex NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

SECTION 10 INDEMNIFICATION.

10.1 Indemnification. With respect to any and all Services, each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party (including their subsidiaries and affiliates, their successor and assigns) ("Indemnified Party") at the Indemnifying Party's expense from and against any claim, charge, demand, proceeding, suit, liability, cost, expense, order, decree, attorneys' fees, court costs, trial or appeal and judgment including damages of any kind ("Claim") resulting from, arising out of or in connection with any actual or claimed: (a) failure by the Indemnifying Party to comply with any applicable federal, state, local or foreign statute, law, regulation, ruling or ordinance; (b) the Indemnifying Party's gross negligence or willful misconduct; (c) any breach of any representation or warranty or agreement of the Indemnifying Party; or (d) any breach of this Agreement or any SOW by the Indemnifying Party. The foregoing indemnity shall be conditioned upon the Indemnified Party promptly notifying the Indemnifying Party of, and providing the Indemnifying Party with reasonable assistance in the defense of, any such Claim. The Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interests without the Indemnified Party's prior written approval. The Indemnifying Party shall have no authority to settle any Claim on behalf of the Indemnified Party.

10.2 Employee and Contractor Indemnification. Each of the parties agrees that it shall indemnify the other party against any and all Claims hereafter brought or asserted by any person against the other party (1) relating to any alleged or actual action or omission to act by the indemnifying party arising from, or in connection with, such person's status as an employee or independent contractor of the indemnifying person or the termination of such status, (2) relating to any physical or other bodily injury arising from, or in connection with, any alleged or actual act or omission to act of the indemnifying party or any of its employees or independent contractors, or (3) relating to any workers' compensation claim made by an employee or independent contractor of the indemnifying party resulting from any injury sustained by such person while employed or retained by the indemnifying party.

10.3 The Reseller shall indemnify, hold harmless, and defend SYNnex and SYNnex directors, officers, employees, representatives, and resellers, to the fullest extent lawful, from and against any liability, loss, damage, suit, demand, claim, cost, judgment, award, assessment, interest, penalty, or expense (including, without limitation,

reasonable attorneys' fees), arising out of or in connection with a third party claim regardless of whether such third party claim arose out of the negligence of SYNEX.; (i) that the Reseller's use of the Service and any website product integrated with the Service infringe or violate any copyright, patent, trademark, trade secrets or the personal privacy rights of any third party; (ii) arising out of any results obtained by or for the Reseller using the Service; (iii) of breach of this Agreement by the Reseller, including breach of the Reseller's representation, warranty, or covenant; (iv) that where applicable, any Reseller provided materials furnished to SYNEX infringe on the copyrights, trademarks, service marks, trade secrets or trade names of any third party, knowingly infringe on any existing patents of any third party, or contain confidential or proprietary material misappropriated from any third party. SYNEX shall: (1) provide the Reseller with reasonable notice of any such claims; (2) provide the Reseller with the information and assistance necessary for such defense and settlement of the claims, at Reseller's expense.

10.4 In the event of any third party claim that alleges that any Service, any portion of the Service, or any software, hardware or device, component or technology used by SYNEX to provide the Service infringes, misappropriates or violates any intellectual property rights, SYNEX may, at its option: (1) replace the Service without additional charge, with a compatible, functionally equivalent and non-infringing product or Service; (2) modify the Service to avoid the infringement and provide substantially equivalent functionality; (3) obtain a license for the Reseller to continue use of the Service for the term of this Agreement and pay for any additional fee required for such license; or (4) if none of the foregoing alternatives are in SYNEX reasonable opinion commercially practicable, SYNEX may terminate this Agreement and return all Service Fees to the Reseller paid by Reseller to SYNEX during the month immediately preceding such termination.

SECTION 11 MISCELLANEOUS.

11.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

11.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; *provided, however*, SYNEX shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of SYNEX. An affiliate of SYNEX means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with SYNEX.

11.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in

any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

11.4 Force Majeure. Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus, worm, or malware, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

11.5 Independent Contractor. SYNEX and Reseller are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. SYNEX has the responsibility for, and control over, the means and details of performing the Services, subject to Reseller's right to monitor same. SYNEX will provide all training, hiring, supervising, hours of work, work policies and procedures, work rules, compensation, payment for expenses and discipline and termination of SYNEX' personnel.

11.6 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of Federal and State Rules of Evidence. Such discussions shall not be admissible in any proceeding between the parties. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with **Sections 6.1** or **7.1**, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Greenville County, South Carolina. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology services. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs.

11.7 Jurisprudence. This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.8 Notice. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

11.9 Exhibits. Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties. In the event of an inconsistency between the terms of this Agreement and those of any Exhibit, the provisions of this Agreement shall control.

* * * * *

EXHIBIT A

SERVICES DESCRIPTION AND FEES

The WaaS service is offered in with three levels of service. Each end user will be required to be at the same service level for all APs and Switches obtained through this program. Resellers may utilize any combination of levels of service simultaneously at different customers as Reseller's customers' needs dictate.

The levels of service offered in this program are Good, Better and Best. The chart below designates what Resellers will receive with each level.

Service Level	Services Included
Good	<ul style="list-style-type: none">• Wireless APs and Switches provided for a monthly fee• Licensing for the Hive Manager NG cloud platform
Better	<ul style="list-style-type: none">• Wireless APs and Switches provided for a monthly fee• Licensing for the Hive Manager NG cloud platform• SYNEX NOC services as described in the following sections.
Best	<ul style="list-style-type: none">• Wireless APs and Switches provided for a monthly fee• Licensing for the Hive Manager NG cloud platform• SYNEX NOC Services as described in the following sections.• SYNEX Installation Services defined in the following sections.

SYNEX NOC SERVICES (Part of Better and Best Service Levels)

SYNEX provides remote monitoring, remote support, remote configuration and updating of the Wireless APs and Switches.

SYNEX has developed proprietary workflows, protocols and procedures for handling alerts and SERVICE requests which are confidential and considered Trade Secrets.

SYNEX shares this information with Reseller for the purpose of helping Reseller understand how SYNEX works, how to communicate with SYNEX and to help Reseller grow their business. SYNEX workflows, protocols, documentation and procedures are confidential and should not be shared with a third party unless SYNEX gives permission in writing.

If Reseller uses AUTOTASK Professional Services Automation (PSA) tool, SYNEX will setup and configure the PSA platform for NOC integration and will use the PSA platform to log, update and close tickets in real-time. If the Reseller does not have AUTOTASK PSA system, SYNEX will provide the Reseller with access to SYNEX ticketing systems.

Success in delivering the SYNnex NOC Services is the initial installation of the Wireless APs and Switches. This includes confirming that the devices are accessible by the Hive Manager NG service from the Internet. When ordering the Best service level, this is performed by SYNnex. When ordering the Better service level, this is a Reseller responsibility.

The Reseller and/or end user will need to complete an initial setup configuration checklist and send it to the NOC. The NOC will assume configuration, management, monitoring, and reporting responsibilities as outlined in this document. The Reseller and/or end user are responsible for ensuring that Wireless APs and Switches have appropriate level of Internet connectivity necessary for daily operations and Hive Manager NG connectivity. SYNnex will assist in providing information related to these requirements, but is not responsible for proper end user firewall or network configuration.

SYNnex is fully staffed to support the Reseller. Reseller will have direct phone and email support access to the NOC staff for 24x7 support. SYNnex will also designate a Technical Relationship Manager (“TRM”) to be the Reseller’s single point of contact for all NOC related questions, issues, etc. The Reseller’s TRM will help the Reseller get on-boarded with the SYNnex NOC Services and continue to support the Reseller for the duration of the relationship. The Reseller and their TRM will schedule regular phone meetings to go over tickets, issues and to support and facilitate an exemplary support experience for both the Reseller and the End User.

SYNNEX NOC Monitoring & Alerting Services include:

- A. 24x7x365 Remote Monitoring using the SYNNEX SERVICESolv IT remote monitoring and management platform
- B. 24x7x365 email alerting of critical system events. SYNNEX NOC staff will email the Reseller when critical systems are down and/or unavailable. See Appendix 1 for details.
- C. Application of Critical and Security Patch Updates for supported Hive Manager and Aerohive devices. Supported Operating Systems are subject to change at any time.

SYNNEX Configuration & Monitoring Services include:

- A. 24x7x365 Remote Monitoring using the SYNNEX SERVICESolv IT remote monitoring and management platform.
- B. 24x7x365 Remote Configuration changes for all current and supported Aerohive devices. Supported Operating Systems are subject to change at any time.
- C. The NOC will use commercially reasonable efforts to remediate all systems. If the issue cannot be resolved, the NOC Support team will escalate the issue to the designated Reseller contact. See Appendix 1 for escalation procedure. Escalation procedure is subject to change at any time.
- D. Application of Critical, Security Patch Updates, IPS Signatures, and AV Signatures for supported Aerohive devices. Supported Operating Systems are subject to change at any time.

EXCLUSIONS: Services do not include:

- A. The cost to bring End User's environment up to minimum standards required for Services.
- B. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- C. Service and repair made necessary by the alteration or modification of equipment other than that authorized by SYNNEX, including alterations, software installations or modifications of equipment made by Reseller's or End User's employees or anyone other than SYNNEX.
- D. Maintenance of application software packages, whether acquired from SYNNEX or any other source unless otherwise specified in this Agreement.
- E. Programming (modification of software code) and program (software) maintenance unless otherwise specified in this Agreement.

F. Training services of any kind.

Minimum Standards Required for Services:

- A. A high speed internet connection
- B. POE and switching infrastructure (except related to managed Aerohive switches).

SYNNEX INSTALLATION SERVICES (Part of the Best service level)

SYNNEX Field Installation engineers will install the Wireless Access Point and Switches as part of the WaaS offering when selecting the Best Service Level.

The service includes the following:

- Physical installation of an Aerohive Access Point to end customer's ceiling
- Heights up to 12' from the floor can be performed
- Includes Cat6 cable run with up to 250 feet of cable.
- Cable terminations can be performed into customer provided patch panel

Exclusions:

- Work in non-traditional office space (examples excluded: warehouse, gymnasium, outdoors)
- Anything with ceiling heights requiring a lift
- Wireless survey (surveys can be purchased separately for multi-AP deployments and are always recommended for optimum AP placement).
- Configuration of switching infrastructure needed to support the AP (expect for Aerohive switches being purchased as part of this WaaS contract)

Response and Resolution Times
Appendix 1 to Exhibit A

Response and Resolution Times

Issue	Priority	Response time (in hours)	Type of Response	Resolution time (in hours)	Escalation threshold (in hours)
Network/Servers not available (all users and functions affected).	1	Within 1 hour	Call to reseller, ticket note and email notification	ASAP – Commercially Reasonable Effort	1 hours
Significant degradation of network functionality (50% of users or any critical business functions affected)	2	Within 1 hour	Call to reseller, ticket note and email notification	ASAP – Commercially Reasonable	1 hours
Limited degradation of network functionality (less than 25% of users or functions affected, business process can continue).	3	Within 1 hour	Ticket note and email notification	ASAP – Commercially Reasonable Effort	4 hours
Network/server degradation (business process can continue, one user affected).	4	within 1 hour	Ticket note and email notification	ASAP – Commercially Reasonable Effort	8 hours

Appendix 1 (cont)

Escalation Procedure

1. Ticket is Created in ticketing system
2. Issue is Identified and documented in Ticket system via ticket notes
3. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:	<i>If issue cannot be resolved through Tier 1 Support:</i>
4. Tier 1 Resolution - issue is worked to successful resolution	4. Issue is escalated to Tier 2 Support
5. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticket system	5. Issue is qualified to determine if it can be resolved by Tier 2 Support
6. Email notification is sent to reseller designee with issue resolution details contained in notes.	
If issue can be resolved through Tier 2 Support:	<i>If issue cannot be resolved through Tier 2 Support:</i>
6. Tier 2 Resolution - issue is worked to successful resolution	6. Issue is escalated to Tier 3 Support
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticket system	7. Issue is qualified to determine if it can be resolved through Tier 3 Support
8. Email notification is sent to reseller designee with issue resolution details contained in notes.	
If issue can be resolved through Tier 3 Support:	<i>If issue cannot be resolved through Tier 3 Support:</i>
8. Tier 3 Resolution - issue is worked to successful resolution	8. Issue is escalated to reseller designee
9. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticket system	
10. Email notification is sent to reseller designee with issue resolution details contained in notes	