

## Product Warranty Statement

### Software Limited Lifetime Warranty

Subject to the provisions herein, Ruckus Wireless (Ruckus) warrants that for a period pursuant to the Ruckus' Standard Software End Of Life Policy following the date of Ruckus' shipment of the Product, the software components in the Product, when unmodified and used in the manner specified in the then-current Documentation, will perform substantially in accordance with the accompanying Product Documentation. If, during the warranty period, Ruckus receives notice that a Product fails to meet the requirements of the foregoing limited software warranty, Ruckus will use reasonable commercial efforts to modify such software in a manner that corrects the defect.

### Limited Lifetime Hardware Warranty

Subject to the provisions herein, Ruckus warrants to the original purchasing Customer, that the Products (excluding the software components), for as long as the Product remains in the possession of the original purchasing Customer, will be free from defects in materials and workmanship and will operate substantially in accordance with the accompanying Product Documentation. As used herein, a "Customer" is defined as the individual end-user who is not a distributor, reseller or retailer, but purchases the Products for his/her own use. If Ruckus receives notice of a defect in any hardware Product covered by the foregoing hardware warranty, Ruckus will, at its option, repair or replace the affected Product with the same or a substantially equivalent product. In the event Ruckus is unable, within a commercially reasonable period of time, to repair, replace or correct the non-conformance to warranted condition, Ruckus will refund to the original purchasing Customer's purchase price upon return of the Product. Replacement products may be new, refurbished or contain refurbished materials. This hardware warranty extends only to the original purchasing Customer of the Product and may not be transferred to any other party.

### Obtaining Warranty Service

To obtain the benefit of the foregoing limited warranties, the original purchasing Customer must follow the process documented in the Ruckus Warranty Guidelines, which include instructions for obtaining a Return Materials Authorization (RMA) number. The RMA process will ensure Ruckus Wireless is prepared to receive the affected Product. Should upgraded warranty options apply, the RMA process will initiate those options.

### Warranty Disclaimers

- a. Ruckus does not warrant that the operation of the Products will be error free or uninterrupted, or that the product will meet specifications defined by a party other than Ruckus Wireless.
- b. These limited software and hardware warranties do not apply if, in the judgment of Ruckus: (i) the Product failure is attributable to damage from shipment, handling, storage, accident, negligence, abuse or misuse; (ii) the Product has been used or maintained in a manner not conforming to Product manual instructions

or has been modified in any way; or (iii) the Serial Number or MAC address on the Product has been removed or defaced.

- c. THE LIMITED SOFTWARE AND HARDWARE WARRANTIES AND EXPRESS REMEDIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. RUCKUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY. IF THE PRODUCTS DO NOT PERFORM AND OPERATE AS WARRANTED ABOVE, RUCKUS' LIABILITY AND YOUR SOLE REMEDIES FOR BREACH OF THESE WARRANTIES SHALL BE THE ONES SET FORTH ABOVE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF CERTAIN IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### Limitation of Liability

RUCKUS AND ITS SUPPLIERS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, DATA OR REVENUES, OR THE COSTS OF REPLACEMENT OR SUBSTITUTE PRODUCTS, ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THE PRODUCTS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF RUCKUS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. RUCKUS' TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCT UPON WHICH LIABILITY IS BASED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

### Governing Law and Your Rights

The laws of the State of California shall govern these warranties and all disputes that may arise from them. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty and is strictly excluded. You hereby agree to all terms of this warranty in the English language. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction, some of which are noted below.

## Software License Agreement

RUCKUS IS WILLING TO LICENSE THE SOFTWARE AS EMBEDDED IN THE ASSOCIATED HARDWARE (COLLECTIVELY, THE "PRODUCT") TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT.

PLEASE READ THE TERMS AND CONDITIONS BELOW CAREFULLY. BY INSTALLING AND/OR USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

If you do not agree to these terms and conditions, Ruckus is unwilling to license the Software to you, and you should not use or install the Product. If this is the case, you should immediately contact Ruckus Wireless, Inc. at [www.ruckuswireless.com](http://www.ruckuswireless.com).

1. **GRANT OF LICENSE.** Subject to the terms and conditions of this Agreement, Ruckus grants you a personal, non-exclusive, restricted right to use the object code version of the Software solely in conjunction with the Product and in accordance with the user manuals.
2. From time to time, Ruckus may offer an upgrade, revision or other modification ("Revision") to the Software. Such Revision is subject to the terms of this Agreement and is specifically limited to use with a single installation of Ruckus Software, unless otherwise stated. Use with a subsequent installation of Ruckus Software violates the terms of this Agreement.
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4. **RESTRICTIONS.** Ruckus reserves all rights in the Software not expressly granted to you. You may not copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare or otherwise transfer the Software. You agree to comply with all applicable laws relating to the use of the Product, including without limitation, all restrictions relating to copyrights, and shall defend, indemnify and hold Ruckus and its suppliers harmless from any claims arising out of any violation of such laws. You may not derive or attempt to derive the source code of the Software by any means, nor permit any other party to derive or attempt to derive such source code. You may not reverse engineer, decompile, disassemble, or translate the Software or any part thereof. If you are a European Union resident, information necessary to achieve interoperability with other programs is available upon request.
5. **WARRANTY DISCLAIMER.** Except as expressly stated in the Warranty Statement provided with the Product, the Software is licensed to you "as is," without warranty of any kind. Ruckus and its suppliers disclaim all warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including without limitation, the warranties of merchantability, fitness for a particular purpose, title and non-infringement of third-party rights.
6. **LIMITATION OF LIABILITY.** Ruckus and its suppliers shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental damages of any kind, or for loss of revenue or profits, loss of business, or any damages that are not direct, even if Ruckus or such supplier has been advised of the possibility of such damages. In no event will Ruckus' aggregate liability in connection with this agreement, regardless of the form of the action giving rise to such liability (whether in contract, tort or otherwise), exceed one hundred U.S. dollars (\$100.00 U.S.). These disclaimers of liability will not be affected if any remedy provided herein fails of its essential purpose. Some jurisdictions do not allow the limitation or exclusion of liability for consequential or incidental damages so the above limitation or exclusion may not apply to you. This limited liability provision is a fundamental part of the basis of Ruckus' bargain hereunder, and Ruckus would not be willing to license the Software to you absent such limitations.
7. **TERMINATION.** This Agreement shall terminate automatically upon your breach of any term of this Agreement. Upon termination, you shall destroy the Software.
8. **GOVERNMENT END USERS.** The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the Software with only those rights set forth herein.
9. **EXPORT CONTROL.** The Software is subject to the export control laws of the United States. You may not export or re-export the Software without the appropriate United States and foreign government licenses. You shall otherwise comply with all applicable export control laws and shall defend, indemnify and hold Ruckus and all Licensor suppliers harmless from any claims arising out of your violation of such export control laws.
10. **ASSIGNMENT.** You may assign your rights in this Agreement only if you assign all of your rights in the Product and such assignee agrees to be bound by all terms and conditions of this Agreement. Your license will automatically terminate upon any assignment.
11. **GENERAL.** This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of California, USA, without regard to the conflicts of laws principles or any other principles that would result in the application of a different body of law. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.

BY INSTALLING AND/OR USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.