

## Product Warranty Statement

### Software Limited Warranty

Subject to the provisions herein, Ruckus Wireless (Ruckus) warrants that for a period of ninety (90) days 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, at its option, (a) modify such software in a manner that corrects the defect; or (b) replace the defective software with substantially equivalent software at no additional charge.

### Hardware Limited Warranty

Subject to the provisions herein, Ruckus warrants that for a period of one (1) year following the date of Ruckus shipment of the Products (excluding the software components), will be free from defects in materials and workmanship and will operate substantially in accordance with the accompanying Product Documentation. 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.

### 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.

## 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).

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

