



## Ruckus Wireless Purchasing Terms

Rev.20190926

This Equipment Purchase Agreement (the "**Agreement**") is entered into as of the submission of an Order (an "Order" shall mean a purchase order, firm order or similar document accepted by Ruckus for the purchase of goods and services) to Ruckus Wireless, Inc., a Delaware corporation, having its principal place of business at 350 West Java Drive, Sunnyvale, CA 94089 ("**Ruckus**") by any entity (the "**End User**") purchasing Products, as defined below, from Ruckus.

1. **Purchase, License and Support.** Subject to the terms and conditions of this Agreement, Ruckus agrees to sell to End User the Products listed in the Order, subject to the Fees (as defined in Section 4) and the terms and conditions set forth herein. "Product" means (i) any combination of physical hardware components ("Hardware"), embedded or standalone software ("Licensed Programs"), with the applicable technical deployment manuals ("Documentation"), or (ii) related support or deployment services ("Services") as defined in the applicable Order. End User accepts and acknowledges that the Licensed Programs and all Documentation are subject to the Software License Agreement located at <http://support.ruckuswireless.com/warranty>, which is incorporated herein. In the event of a conflict between this Agreement and the Software License Agreement, the Software License Agreement shall prevail. Technical assistance shall only be provided if End User elects to purchase support Services, in accordance with the terms and conditions listed at <http://support.ruckuswireless.com/programs>.

2. **Proprietary Rights.** End User shall not remove, alter, cover or obfuscate any proprietary rights notices, such as patent, copyright or confidentiality notices, on or in any Product, other Ruckus materials or copies thereof, unless agreed in writing by Ruckus.

3. **Order Procedures.** End User shall issue Orders to Ruckus which shall include (i) the Product types by model number and part number, quantities, prices, delivery locations, requested shipment dates, and all Services by type, quantity and price. No Order shall be binding on Ruckus until accepted by Ruckus. Upon acceptance by Ruckus, End User shall be bound to remit the Fees for Products therein subject to the terms of this Agreement. Ruckus shall make reasonable efforts to meet any requested shipment dates in accordance with its policies; however Ruckus shall not have any liability for failure to meet any delivery date or product availability.

4. **Fees.** The purchase price payable by End User to Ruckus for Products shall be in United States dollars and detailed on an Order pursuant to this section. All Product prices are exclusive of all expenses and taxes. End User shall be responsible for the Product price and all related shipping, special packaging, taxes of any kind (excluding taxes on Ruckus' income in the United States), installation, insurance, transportation, duties, tariffs and import/export licenses (the "Fees"). Ruckus reserves the right to require payment in advance or otherwise modify credit terms at any time. If End User is approved for credit, in Ruckus' sole discretion, all Fees shall be due no later than thirty (30) calendar days after the applicable invoice date. If at any time, End User is delinquent in the payment of any invoice, or has otherwise breached this Agreement, Ruckus may, at its discretion, and without prejudice to its other rights, withhold shipment (including partial shipment) of any Order or may, at its option, require End User to prepay for further shipments. Any sum not paid by End User, when due, shall bear interest until paid at a rate of

1.5% per month (18.0% per annum) or the maximum rate permitted by law, whichever is less.

5. **Shipment, Title and Risk of Loss.** All Products shipped hereunder shall be packaged in Ruckus' standard shipping cartons and shall be delivered to a common carrier Ex Works (Incoterms 2010) Ruckus' or its manufacturer's facility, at which time title and risk of loss shall pass to End User. Delivery shall be deemed made upon transfer of possession to the common carrier.

6. **Warranty.** Terms of Ruckus' limited warranties are set forth at <http://support.ruckuswireless.com/warranty>.

7. **DISCLAIMER.** OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE IN SECTION 6 ABOVE, RUCKUS MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, RUCKUS AND ITS SUPPLIERS HEREBY SPECIFICALLY DISCLAIM ALL OTHER EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS INCLUDING WITHOUT LIMITATION THOSE ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE AND THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY, ALL LICENSED PROGRAMS AND DOCUMENTATION ARE LICENSED ON AN "AS IS" BASIS WITHOUT WARRANTY. RUCKUS AND ITS SUPPLIERS DO NOT WARRANT THAT (A) THE OPERATION OF THE PRODUCTS SHALL BE UNINTERRUPTED OR ERROR FREE; (B) THE PRODUCTS SHALL MEET THE END USERS' REQUIREMENTS; (C) THE PRODUCTS SHALL OPERATE IN COMBINATIONS AND CONFIGURATIONS SELECTED BY THE END USER OR (D) ANY LICENSED PROGRAM ERRORS SHALL BE CORRECTED. THE DISCLAIMERS AND EXCLUSIONS OF THIS SECTION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTIES MADE BY RUCKUS FAIL OF THEIR ESSENTIAL PURPOSE.

8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT TO THE CONTRARY, ALL LIABILITY OF RUCKUS AND ITS SUPPLIERS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, EQUITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE GREATER OF (A) ONE THOUSAND UNITED STATES DOLLARS (\$1,000) OR (B) AMOUNTS PAID BY END USER TO RUCKUS UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN

THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY NOR RUCKUS' SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE OR PUNITIVE DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, EQUITY OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF GOODWILL, LOSS OR DAMAGE OF DATA OR SYSTEM USE OR OTHER BUSINESS LOSS, REGARDLESS OF WHETHER SUCH PARTY KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. **Relationship of the Parties.** Ruckus and End User are independent contractors, and nothing in this Agreement shall be construed to constitute the Parties as partners, joint venturers, co-owners, employers or employees of the other or otherwise participants in a joint undertaking or authorize either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be sent by certified mail return receipt requested, delivered by a recognized international express courier service (such as DHL or Federal Express) to the address of the other Party in the Order, or such other address as a may be identified as the headquarters of such Party. Any such notice shall be deemed given when sent in accordance with this Section.

11. **Compliance with Laws.** Each Party shall comply with all laws, regulations, orders and other governmental or other competent authority requirements ("Applicable Laws") in performing its obligations and exercising its rights under this Agreement (including without limitation all applicable export, re-export and import laws and regulations). This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of any technology, products incorporating technology or information pertaining thereto which may be imposed from time to time by the Government of the United States of America or any agency thereof. Notwithstanding anything contained in this Agreement to the contrary, End User shall not export or re-export, directly or indirectly, any technology, products incorporating technology or information pertaining thereto to any country for which the Government of the United States of America or any agency thereof (a) has prohibited such export or re-export or (b) requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. End User shall maintain a record of exports, re-exports and transfers of the Products according to United States and local laws. End User shall indemnify, defend and hold Ruckus harmless from and against any violation or alleged violation of any Applicable Laws by End User.

12. **Choice of Law.** The Parties agree that this Agreement is entered into in the State of California, United States of America, and shall be construed, enforced and governed solely in accordance with the laws of the State of California and the United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. The personal and exclusive jurisdiction and exclusive venue of any action arising hereunder shall be the Superior Court of California for the County of Santa Clara or the United States District Court for the Northern District of California. Each of the Parties hereto submits itself to the personal and exclusive jurisdiction of such courts for the purpose of any such action. Notwithstanding the foregoing, either Party may seek equitable relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's proprietary rights. The prevailing Party in any action or proceeding to enforce or interpret any part of this Agreement

shall be entitled to recover its reasonable expenses including without limitation reasonable attorney's fees (including fees on any appeal).

13. **United States Government Contract Provisions and Clauses.** In the event any Products purchased hereunder are sold, or are incorporated into products that are sold, under a United States Government contract, any and all provisions or clauses required to be passed on to Ruckus pursuant to such contract are hereby rejected by Ruckus and shall not be deemed included herein or binding on Ruckus unless and until specifically accepted in a writing executed by an authorized representative of Ruckus.

14. **Force Majeure.** Other than the payment of moneys, nonperformance of either Party shall be excused to the extent that performance is rendered commercially unreasonable by acts of God, war, fire, flood, riot, power failure, embargo, material shortages, strikes, governmental acts, man-made or natural disasters, earthquakes, failure or limitation of supply or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing Party, and provided that such Party notifies in writing the other Party of the existence of such situation.

15. **Assignment.** The rights and obligations under this Agreement are personal and may not be transferred or assigned directly or indirectly except upon written consent of the non-assigning Party; except however (a) Ruckus may assign its right to payment and (b) either Party may assign this Agreement to an affiliate or successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

16. **General.** If, for any reason, a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. The Parties shall negotiate in good faith an enforceable substitute provision that most nearly achieves the intent and economic effect of such invalid or unenforceable provision. In the event of termination of this Agreement, Section 4, and Sections 7 through 16 shall survive and shall continue to apply in accordance with their terms. In addition, the Software License Agreements entered into with respect to Products purchased hereunder prior to such termination will survive and continue to apply in accordance with its terms. This Agreement may only be modified or any provisions herein waived, by the execution of a written amendment or other definitive contract relating to the Products signed by authorized signatories of both Parties (a "Definitive Contract"), in which case the terms and conditions set forth in such Definitive Contract shall supersede any conflicting terms and conditions set forth herein for as long as such contract is in effect and not terminated or expired. No delay or omission to exercise any right, power or remedy accruing hereunder to any Party shall impair or be construed as a waiver of any such right, power or remedy. This Agreement, including the Exhibits attached hereto, sets forth the entire agreement and understanding, express or implied, written or oral, of the Parties with respect to the sale of Products and supersedes any and all prior and contemporaneous agreements and understandings relating thereto, express or implied, written or oral, between the Parties, except in the event of a Definitive Contract. The Exhibits are hereby incorporated herein by reference. The Parties agree that the terms and conditions contained in either Party's printed documents, including any Order, shall not apply to the purchase and sale of the Products and that the terms and conditions set forth herein shall govern all such transactions; provided, however, that the terms and conditions typed or hand-written on the face of an Order, acknowledgment or other document relating to the Product

types, quantities, prices, delivery locations and Shipment Dates shall, if accepted by both Parties hereto, also apply to all such transactions and shall augment the terms and conditions set forth herein.