



Partner Program Agreement

Terms

Participation

Your participation in the program, and agreement to these program terms, begins as soon as we activate your account on our partner portal (the "**Portal**"). Currently, we host the Portal at <https://partners.ruckuswireless.com>. We will send your account credentials to you via email.

By "you," "your" or similar references we mean the legal entity enrolling in the program. Therefore, the person completing this enrollment represents that he or she is an employee of that entity and has the power and authority to bind that entity to these terms. By "we," "us," "our" or "Ruckus," we mean Ruckus Wireless, Inc., together with its affiliates.

The Program Guide

The program brochure on the Portal (the "**Program Guide**") describes the various levels of the program. Read it carefully, as it describes the rewards corresponding performance criteria at each participation level of the program. Resellers join the program at the basic level. You may advance to higher levels by achieving and maintaining the criteria for the higher level.

We may change the Program Guide, related program requirements (including but not limited to our advertising policy or privacy policy) or these program terms from time to time, including the levels, performance criteria and benefits. We will notify you when we make any changes. If you do not agree to any change we make, you may terminate your participation in the program by giving us written notice within 30 days from when we notified you of the change. Otherwise, your continued participation in the program means you consent to the changes.

Ruckus Products and Services

The program applies only to the marketing, sale and support by you of Ruckus products and services purchased by you from our authorized distributors (collectively "**Products**") and resold by you directly to end-customers. End-customers are purchasers of Products for their own use and not for resale. We will provide you with a list of authorized distributors for you at your request.

Program Benefits

In addition to any benefits described in the Program Guide for your level, during your participation in the program, you agree to abide by the following:

Access to the Portal. You may use the materials and the information you access through the Portal only in furtherance of the sale, marketing or support of Products. You may provide such materials or information to current or prospective end-customers only when explicitly permitted on the Portal or with our specific written permission (which may be by email). You may not use any such material or information for any purposes competitive with our business.

Right to Use Our Logos and Other Trademarks. We grant you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the name, logo, trademarks, service marks, trade names, product names and other marks of Ruckus ("**Marks**") solely to market and promote the sale of Products in compliance with our advertising policy. The form and manner in which you use the Marks must comply with our brand usage requirements. Both of these documents are available on the Portal. As with other elements of the program, we may change these documents from time to time. Notice of such changes will be posted on the Portal.

Any use of the Marks by you must identify our ownership of the Marks. You may not use the Marks in a manner that might lead someone to believe that you are one of the Ruckus group of companies. For example, you may not use the Marks in any website or URL address. All use of the Marks by you and all related goodwill will accrue solely to the benefit of Ruckus. We reserve all rights in the Marks not specifically granted to you.

You must not (a) challenge the validity of the Marks or Ruckus' ownership of them; (b) attempt to register any Mark, or any word, combination of words, logo or other design similar to a Mark; (c) use any Marks in combination with any products or services other than Products; (d) remove or change any Mark on any Product, Product packaging or any other materials we provide to you; (e) use any Mark with respect to any alterations of Product not performed by us; or (f) incorporate any Marks into your trademarks, service marks, product names, company names, domain names, or any other similar designations.

If you would like to use any Marks in a form other than as provided to you on the Portal and in accordance with this agreement, you must submit a sample for approval by us no less than five business (5) days prior to making the material available. You may contact us for approval in the manner indicated on the Portal.

Ongoing Compliance. You must continuously meet the requirements defined in the Program Guide for your level and these program terms throughout your participation in the program. You must tell us promptly when you know or suspect that you cease to meet the requirements of your level or have not complied with this agreement.

Requirements for Reselling. You must exert reasonable efforts to market and sell Products, including any applicable support services for any sale of hardware or software Products. We may ask you to provide reasonable evidence of these efforts. You will only procure Products for resale from authorized distributors and sell those Products to end-customers in the region specified by the authorized distributor. You will provide point-of-sale information reasonably requested by the authorized distributor and agree

that the authorized distributor may provide that information to us for our internal business purposes. You will market and promote your sale of Products in accordance with our advertising policy, which will be made available on the Portal. You will ensure that all end-customers to which you sell Products are aware of, and accept, any terms associated with those Products, including any end user license agreement (EULA). To the extent you sell Products to U.S. Government end users, the Government shall only be bound by the obligations under any applicable EULA to the extent that the provisions of the EULA are consistent with federal procurement laws and regulations. You will not make, nor appear to make, any representations or warranties on our behalf.

Support. An end-customer may receive the benefit of support services only to the extent that such services have been purchased for that specific end-customer. For example, you may not distribute any fixes, updates, or other enhancements to Product software unless the applicable end-customer and Product is under an active support services Product offering. For end-customers that have purchased a support services Product offering whereby you are required to provide support services (we generally refer to this as “reseller support”), you must adequately provide such support services to those end-customers, including prompt and responsive first and second level support, as defined in the applicable support services Product offering description.

Confidential Information. You must not disclose to any third party any information furnished by us that is designated as confidential or which you reasonably should know is confidential given the circumstances surrounding disclosure. You may only use this information internally for purposes of promoting, selling and supporting Product. Any other use or disclosure requires our prior written consent (which may be by email). The terms of any non-disclosure agreement between you and us, regardless of whether entered into prior or subsequently to your account activation, are not effected by your participation in the program and both parties shall comply with the confidentiality terms of such separate non-disclosure agreement (if any).

Privacy. We will make reasonable efforts to take appropriate preventive measures to ensure that your information is adequately protected and if it is transferred to the United States, is done so in accordance with applicable data privacy laws. Reference our website at <http://www.arris.com/globalassets/resources/other/ruc-kus-networks-gdpr-details-2018.pdf> for our current General Data Protection Regulation (GDPR) statement and check our website, from time to time, to remain updated as to any changes in our privacy policy.

Term and Termination

Participation in the program is for a twelve-month period beginning on the date we notify you of your account activation. If enrolled at the end of any term, your participation will renew automatically for an additional twelve-month period. Either you or we can terminate your participation without cause or liability at any time upon 30 days advance written notice to the other. Any obligation that has accrued prior to termination, such as confidentiality obligations, shall continue following termination. At our election, we may suspend your participation in the program immediately upon notice of any breach by you until such breach is corrected or terminate your participation in the program upon 5 days written notice if we believe such breach to be un-curable or a repeat instance of a previous violation. Upon termination of your participation in the program, all rights and benefits granted to you shall immediately

terminate, but termination does not eliminate any benefits you have earned unless termination was a result of your breach of the terms of this agreement or the program.

Compliance with Laws

You understand that certain Products may be subject to export control laws or regulation. You hereby agree that you shall comply with all applicable laws and regulations of the United States, the UK, the European Union and of the Territory, relating to the export, export licenses or the control or regulation of exportation or re-exportation of Products or technical data sold, transferred, distributed or supplied to you. In addition, you agree that, without obtaining the necessary license or approval from the United States government, the European Union and/or any other applicable countries, or check the recipient against all officially posted restricted party lists, you shall not knowingly: (i) export, directly or indirectly, any technical data or software acquired from Ruckus, or any direct product of that technical data, to any country for which the United States government, UK Government, European Union and/or any other applicable countries or any agency thereof at the time of export requires an export license or other governmental approval: or (ii) disclose any technical data or software acquired from Ruckus to any national of any country for which the United States government, European Union and/or any other applicable countries or any agency thereof requires an export license or other governmental approval.

You must comply with all applicable import and customs laws, regulations and administrative determinations of the importing country. You must comply with the security criteria of any supply chain security government program of the importing country. For products to be delivered to and/or services to support delivery to the U.S., you must comply with the security criteria of the U.S. Customs and Border Protection's Customs-Trade Partnership against Terrorism (C-TPAT) Program. For products to be delivered to and/or services to support delivery to the European Union (EU), you must comply with the security criteria of the EU's Authorized Economic Operator (AEO) Program.

Governing Language and Law

Our resellers are all over the globe, but in order to administer this program we need a common set of rules. Therefore, although we may provide translations in other languages, the English language version controls and the agreement shall be governed by the laws of the State of California without regard to its conflict of law principles. You must bring any action or proceeding arising out of or relating to this agreement in the U.S. federal courts for the Northern District of California or in California state court in Santa Clara County, California. You irrevocably submit to the jurisdiction of and venue in any such court for any action we bring, although you agree that any judgment from any such court may be enforced in your local jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

Miscellaneous

Both parties are independent contractors. In no event shall you be deemed an agent or representative of Ruckus and you shall not hold yourself out as such. You have no authority to make any commitment or agreement on our behalf. If we reasonably believe that any representation made by you, or any business practice of yours, is misleading or deceptive, you will promptly address it following notice from us. Each party will be solely responsible for its own costs and expenses related to the program.

You may not assign or transfer, by operation of law or otherwise, this agreement to any third party, and any attempt to do so shall be void and of no effect. This agreement and the other terms referenced in this agreement, as well as any non-disclosure agreement between you and us, represent the entire agreement between you and us regarding the program and supersede all previous oral or written communications between you and us regarding this subject matter. This agreement may not be modified except in a writing signed by an authorized representative of each party.

Limitation of Liability

YOU UNDERSTAND AND EXPRESSLY AGREE THAT YOU ARE NOT PURCHASING PRODUCTS FROM US UNDER THIS AGREEMENT. THEREFORE, WE ARE NOT LIABLE TO YOU FOR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDING PRODUCTS, INCLUDING FOR WARRANTY, PRODUCT LIABILITY OR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO YOUR MARKETING, SALE OR USE OF PRODUCTS. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTIES HAVE BEEN INFORMED OF THE POTENTIAL OF SUCH LOSS OR DAMAGE. THE TERMS OF THIS PARAGRAPH DO NOT APPLY TO YOUR OBLIGATIONS REGARDING THE MARKS, CONFIDENTIALITY, INDEMNITY AND COMPLIANCE WITH LAWS.

Indemnity

You shall indemnify and hold harmless Ruckus, its officers, directors, employees, successors and assigns, at your sole expense, from and against losses, damages, claims, demands, suits, and liabilities including court costs and reasonable attorneys' fees that arise out of or result from: (i) injuries or death to persons or damage to property caused by your acts or omissions, or those of persons furnished by you, or in any way arising out of your performance or failure of performance of your obligations under this agreement; (ii) any improper or unauthorized use of the Mark(s) by you; (iii) any breach, failure to perform, or other violation by you of any provision of this agreement or any negligent or willful act or omission by you; (iv) assertions made by persons furnished by you under Workers' Compensation or similar acts; (v) your export or re-export activities in relation to any Product(s), technical information, and/or intellectual property provided under this agreement; or (vi) claims from your customer(s) for warranty service, breach of warranty, and representations made by you that are inconsistent with the applicable warranty issued by Ruckus or that purport to grant any warranty or other rights greater than such Ruckus warranty; or (vii) otherwise arising out of your transactions or other dealings with customer(s). At our request, you agree to defend us against any such claims, demands, or suits at your expense, but we in such event shall have the right to be represented in such action at our expense with advisory counsel of our choice. We agree to notify you in writing within a reasonable time of any written claims or demands against us for which you are responsible under this section and agree to cooperate, at your expense, with you in connection with the defense of such action.