

RUCKUS BIG DOGS Partner Program Agreement

CommScope is the owner of the RUCKUS Partner Portal (the "Portal"). If your application is approved, you will be given access to the Portal to allow you the ability to obtain current and timely information about the RUCKUS BIG DOGS Partner Program (the "Program") and to track and maintain information relating to your role and performance in the Program subject to this Agreement and the terms and conditions appearing on the Portal and any other CommScope or RUCKUS website used or accessed by Partner, which are incorporated herein by reference (collectively, this "Agreement").

This Agreement sets forth the legally binding terms for your appointment, role and status as an approved RUCKUS BIG DOGS Partner. It is therefore important that you review the terms of this Agreement regularly to ensure you are updated as to any modifications.

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND RUCKUS WIRELESS LLC ("RUCKUS").

BY CLICKING THE "I ACCEPT" BUTTON, SUBMITTING YOUR APPLICATION TO THE PROGRAM ON THIS WEBSITE, OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, PARTNER WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT SUBMIT YOUR APPLICATION, DO NOT CLICK TO INDICATE ACCEPTANCE OF THE TERMS, AND DO NOT ACCESS THE PORTAL.

Any questions may be directed to:

Ruckus Wireless LLC, 350 W Java Drive, Sunnyvale CA 94089.

This Agreement shall be binding upon Partner and Ruckus and shall be effective as of the date of Ruckus' approval of Partner's application to participate in the Program ("Effective Date"). Ruckus reserves the right to modify these terms and conditions at its sole discretion upon 30 days' notice to the Partner.

Partner acknowledges and agrees that these terms and conditions and the Program Participation Guidelines govern Partner's participation in the Program, and that any access to the Portal is also subject to this Agreement.

1.0 DEFINITIONS

1.1 "Authorized Territory" means the geographical area where Partner is approved to resell Ruckus Products under this Agreement, if Ruckus has indicated one.

1.2 "End User" means any customer who purchases Product from Partner and is the ultimate user of Product.

1.3 "End User License Agreement" means the applicable End User Software License Agreement, in shrink-wrap or click-wrap format, packaged with either the Licensed Software or Product or set forth on Ruckus' website, depending on the Product family, the terms of which Ruckus is passing through to Partner and ultimately to End Users and may be amended from time to time, at Ruckus' discretion.

1.4 "Equipment" means the Ruckus hardware products, which may be new, equivalent to new or reconditioned, and any related documentation and manuals listed on Ruckus' website

<http://www.ruckuswireless.com>, as such website may be amended from time to time at Ruckus' sole discretion.

1.5 "Licensed Software" means the software licensed by Ruckus to an End User (in accordance with the applicable End User License Agreement) in the form of any bundled firmware, or standalone software products, including but not limited to Wired, Wireless, or other software, and any related documentation and manuals listed on Ruckus' website <http://support.ruckuswireless.com/warranty>, as such website may be amended from time to time at Ruckus' sole discretion.

1.6 "Open Source Software" means any software that: (a) contains or is derived in any manner (in whole or in part) from software that is distributed under license terms where any party can be a licensee without notice to the licensor with a right to modify, including without limitation distribution

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models similar to the GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); the Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License (SCSL); the Sun Industry Source License (SISL); and/or the Apache Software license; or (b) Software that is licensed pursuant to any of the following terms (i) any requirement for licensee to distribute source code, including without limitation derivatives or modifications thereof, to non-licensor third parties, (ii) any requirement for any patent non-assert or patent license be conferred by Ruckus to non-licensor third parties, or (iv) any requirement to provide licensor attribution(s) to non-licensor third parties.

1.7 "Partner" means the entity accepting and agreeing to this Agreement that wishes to participate in the Program under the terms and conditions of this Agreement.

1.8 "Product" means any combination of Equipment and Licensed Software.

1.9 "Program Participation Guidelines" means the additional terms and conditions located on the Portal and which govern Program requirements and benefits and Partner's participation in various aspects of the Program, which may include, but not be limited to, revenue requirements, deal registration, demo equipment, marketing development funds, and training requirements. The Program Participation Guidelines are hereby incorporated by reference as if fully set forth herein and may be amended by Ruckus from time to time at its sole discretion.

2.0 LICENSES TO PARTNER

2.1 Appointment. Subject to the terms and conditions of this Agreement, Ruckus appoints Partner, and Partner accepts the appointment, to promote, market, resell and demonstrate ("Market") the Product. Ruckus may choose, in its sole discretion, to designate Authorized Territories in which the Partner may resell Product. In that case, Ruckus will notify the partner of such designation and Partner will be prohibited from reselling Product outside of the Authorized Territory. If the Authorized Territory includes European Union ("EU") or European Free Trade Association ("EFTA") countries, then Partner may solicit or accept orders from Eligible Customers within any EU or EFTA country. However, Partner acknowledges that an essential component of its appointment is Partner's commitment to establish and continue its primary active marketing

and sales efforts for the Products in the Authorized Territory.

2.2 Limited Product License. During the Partner's participation in the Program and in accordance with the terms and conditions herein, Ruckus grants Partner a personal, revocable, non-exclusive, non-transferable license to (a) Market the Product; and (b) use the Product as reasonably required in connection with such Marketing.

2.3 Product License Restrictions. Partner shall procure Product only from a Ruckus authorized distributor. All Licensed Software delivered hereunder is licensed, not sold. Except as expressly provided for in this Agreement Partner may not itself, or through any parent, subsidiary, affiliate, agent, or other third party, nor permit third parties to; (i) decompile, translate, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms, structure, architecture or algorithms of the Licensed Software (except to the extent that applicable law or any public license prohibits reverse engineering restrictions), or otherwise reduce the Licensed Software to human-readable form; or (ii) copy or otherwise reproduce any Product, in whole or in part; or (iii) remove, modify or otherwise tamper with any notice or legend on or included in any Product or any labeling on any physical media containing Licensed Software; or (iv) create derivative works from, alter, modify, change or enhance Product without Ruckus' prior written consent; or (v) use, modify, enhance or sublicense Licensed Software; or (vi) make any warranties, representations, promises or commitments on behalf of Ruckus or its licensors without the prior written authorization of Ruckus; or (vii) resell any Product without the applicable End User License Agreement or (viii) Market any Product in breach of the terms and conditions of this Agreement, including but not limited to (a) the unauthorized Marketing of any Product, (b) the Marketing of authorized Product outside the Authorized Territory, (c) resale of stand-alone Licensed Software that is provided to or purchased for demonstration purposes or laboratory use and (d) breach of applicable law or regulation including import and export regulations. Partner's rights in Product will be limited to those expressly granted in this Agreement. Partner agrees that a breach of this section shall constitute a material breach under

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this Agreement for which Ruckus may have no adequate remedy at law, such that injunctive or other equitable relief may be appropriate to restrain such breach, whether threatened or actual.

2.4 Other Third-Party Software. The Products may consist of or contain additional third-party software and such third-party software may be licensed under terms different from those in this *Licenses to Partner* section, depending on the requirements of Ruckus' third-party licensor. Any Open Source Software is licensed under the applicable open source licenses and such software will be subject to all rights, terms, conditions, disclaimers, and limitations of those licenses. Open Source Software contained in the Ruckus Products can be viewed on Ruckus' website at <http://opensource.ruckuswireless.com/>. Partner and End Users obtain license to any such software solely through the third-party license.

2.5 Proprietary Rights, Licensed Software and Requirements. The End User obtains a license to the Licensed Software solely pursuant to the terms and conditions in the End User License Agreement. No rights under the End User License Agreement are conveyed to Partner. Partner acknowledges that references to "sales", "resale" and "purchases" of Licensed Software refer to licenses of discrete copies of Licensed Software. Ruckus reserves the right to determine the delivery method for Licensed Software. Partner will cooperate and provide reasonable assistance to facilitate the delivery of the Licensed Software, including but not limited to electronic delivery or issuance of a license key directly to an End User. Nothing in this Agreement transfers any right, title or interest in the Licensed Software or any intellectual property rights therein to Partner, resellers or End Users except pursuant to the licenses therefor expressly provided.

2.6 Trademark License. During the Partner's participation in the Program and in accordance with the terms and conditions herein, Ruckus grants Partner a personal, non-exclusive, non-transferable license to use those Ruckus marks approved by Ruckus in writing for Partner's use in connection with Partner's Marketing of Product ("Trademarks"), provided that every use is (i) in accordance with Ruckus' guidelines, which are available at Ruckus' website at <https://partners.ruckuswireless.com/marketing>, as such guidelines may be amended from time to time in Ruckus' sole discretion; and (ii) truthful, fair, and not misleading; or (iii) made with the approval, or at the

direction, of Ruckus; or (iv) based on or consistent with Ruckus' printed specifications or representations.

2.7 Trademark License Restrictions. Partner (i) acknowledges Ruckus' rights in the Trademarks and agrees that any use thereof by Partner shall inure to the sole benefit of Ruckus; (ii) agrees to not challenge Ruckus' ownership or use of any Trademarks, or apply to register any Trademark or mark confusingly similar thereto; (iii) shall assign immediately to Ruckus any rights, registrations, right of priority, and/or applications for any Trademark, together with all associated goodwill, which Partner may acquire by operation of law or otherwise; and (iv) shall not incorporate any Trademarks in any Partner product name, Partner website, Partner name, trade name, or similar designation.

3.0 SALE, MARKETING, AND SUPPORT OF PRODUCT

3.1 Public Relations. Press releases and public relations regarding the Products shall be the sole responsibility of Ruckus. Except as may be required by law or regulation, no news release, public announcement or advertising material that references this Agreement or a party shall be issued without the prior written consent of the other party. Notwithstanding the foregoing, Partner permits Ruckus during the term of the Agreement, to list Partner in standard Program announcements and to refer to Partner publicly as a Partner.

3.2 Sales and Marketing. This section is a material provision of the Agreement. Solely during the Partner's participation in the Program and in accordance with the terms and conditions of this Agreement, Partner:

- (a) will not employ any deceptive, misleading or unethical practices in its Marketing of Product;
- (b) will observe and comply with all applicable laws and government regulations, and conduct business in an ethical manner;
- (c) will make no false or misleading representations regarding Product and will represent Product fairly in comparison with third party products; and

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(d) will cease Marketing and/or demonstrating Product to any customer upon the termination of this Agreement.

3.3 **Special Pricing.** Ruckus may approve in writing discounts, credits and/or rebates (which may be processed through a Ruckus authorized distributor) which are in addition to standard discounts, credits and/or rebates offered by Ruckus ("Special Pricing") and offer such Special Pricing (through a Ruckus authorized distributor) to Partner with respect to specific opportunities. Partner agrees that Ruckus' offer of any such Special Pricing is expressly conditioned upon Partner's timely provision of true and accurate information related to such offer of Special Pricing, and that it will comply with any terms and conditions required by Ruckus to receive such Special Pricing. Partner also agrees that any such information, including point of sale information, which Partner provides to a Ruckus authorized distributor may be provided to Ruckus by the distributor. Partner agrees that it will refund Ruckus the difference between standard pricing and the Special Pricing offered, if any terms of this section are violated.

3.4 **Support.** Partner agrees that an End User may receive the benefit of support services only to the extent that such services have been purchased for that specific End User and Product. Partner may not distribute any fixes, updates, or other enhancements to Licensed Software unless the applicable End User and Product are under an active support services Product offering. For End Users that have purchased a support services Product offering whereby Partner is required to provide support services (often referred to as "reseller support"), Partner must adequately provide such support services, including prompt and responsive first and second level support, as defined in the applicable support services Product offering description.

4.0 TERM AND TERMINATION

4.1 **Term.** This Agreement shall begin upon the Effective Date and continue until terminated by either party, Partner ceasing participation in the Program, or termination of the Program.

4.2 **Termination.** Either party may terminate this Agreement for convenience by giving the other party thirty (30) days prior written notice. Either

party may terminate this Agreement upon fifteen (15) days written notice if the other party breaches a material term or condition of this Agreement and fails to cure the breach within the notice period.

4.3 **No Damages for Termination.** Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either party or for any other reason whatsoever based upon or resulting from such termination or expiration.

4.4 **Survival.** Any provision of this Agreement which by its nature is intended to survive expiration or termination shall survive any such expiration or termination.

5.0 PRODUCT WARRANTY. Ruckus Products are covered by limited product warranties. Information on such warranties is available in the warranty section of the Ruckus website. Notwithstanding any other provision hereof, Ruckus' sole and exclusive warranty and obligation with respect to the Products contemplated hereunder are set forth in Ruckus' limited warranty statement available on the Ruckus website. PARTNER SHALL NOT MAKE ANY WARRANTY COMMITMENT, WHETHER WRITTEN OR ORAL, ON RUCKUS' BEHALF.

6.0 DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THE PRODUCT WARRANTY SECTION OF THE RUCKUS WEBSITE, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE

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EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE PRODUCT WARRANTY PERIOD. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. Partner acknowledges that the web pages referred to above may be updated by Ruckus from time to time; the version in effect at the date of shipment of the Products from Ruckus shall apply.

7.0 LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS INVOLVING PARTNER'S INDEMNITY OBLIGATIONS OR FOR BREACH OF CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OR MUTILATION OF DATA, COSTS OF STANDSTILL OR DELAY, LOSS OF SAVING(S), LOSS OF REVENUE(S) OF ANY KIND, OR DISCOUNT(S) AND ALL PAYMENTS TO THIRD PARTIES, WHETHER OR NOT ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER ON ACCOUNT OF THE TERMINATION OF THIS AGREEMENT FOR COMPENSATION NOR FOR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER OR ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, GOODWILL, EXPENDITURES, INVESTMENTS, OR COMMITMENTS MADE IN CONTEMPLATION OR IN PERFORMANCE OF THIS AGREEMENT. PARTNER UNDERSTANDS AND EXPRESSLY AGREES THAT IT IS NOT PURCHASING PRODUCTS FROM RUCKUS UNDER THIS AGREEMENT. THEREFORE, RUCKUS IS NOT LIABLE TO PARTNER FOR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDING PRODUCTS, INCLUDING FOR WARRANTY, PRODUCT LIABILITY OR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO PARTNER'S MARKETING, SALE OR USE OF PRODUCTS.

8.0 INDEMNITY

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8.1 Partner shall indemnify and hold harmless Ruckus, its officers, directors, employees, successors and assigns, at Partner's 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 Partner's acts or omissions, or those of persons furnished by Partner, or in any way arising out of Partner's performance or failure of performance of its obligations under this Agreement; (ii) any improper or unauthorized use of Ruckus trademark(s) by Partner; (iii) any breach, failure to perform, or other violation by Partner of any provision of this Agreement or any negligent or willful act or omission of Partner; (iv) assertions made by persons furnished by Partner under Workers' Compensation or similar acts; (v) Partner's export or re-export activities in relation to any Product(s), technical information, and/or intellectual property provided under this Agreement; (vi) claims from Partner's customer(s) for warranty service, breach of warranty, and representations made by Partner 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 Partner's transactions or other dealings with customer(s). At Ruckus' request, Partner agrees to defend Ruckus against any such claims, demands, or suits at Partner's expense, but Ruckus in such event shall have the right to be represented in such action at its expense with advisory counsel of its choice. Ruckus agrees to notify Partner in writing within a reasonable time of any written claims or demands against Ruckus for which Partner is responsible under this Article and agrees to cooperate, at Partner's expense, with Partner in connection with the defense of such action.

9.0 DATA PROTECTION

9.1 The parties hereby agree that the terms set out in Exhibit 1 shall apply to: (i) the

collection, management and use of Partner information including information of Partner's authorized officers, and (ii) the use of Ruckus' Partner Portal.

10.0 INSURANCE

- 10.1 Minimum Requirements. Partner shall maintain, during the Term and in the prescribed amount hereunder in US Dollars, all insurance and bonds required by any applicable laws including, but not limited to: (i) workers' compensation insurance as prescribed by the laws of Partner's country and/or areas in which work is performed pursuant to this Agreement; (ii) employer's liability insurance with limits of at least one million Dollars (\$1 million) per occurrence; (iii) comprehensive personal liability insurance coverage (including product liability coverage and comprehensive automobile liability coverage) with limits of at least one million Dollars (\$1 million) for bodily injury including injury to any one person, one million Dollars (\$1 million) on account of any single occurrence, and one million Dollars (\$1 million) for each occurrence of property damage or, in lieu of such limits, bodily injury and property damage liability insurance (including products liability and comprehensive automobile coverage) with a combined single limit of at least two million Dollars (\$2 million) per occurrence; and (iv) excess coverage with limits of at least one million Dollars (\$1 million). If the applicable laws of Partner's country or other areas in which Partner operates require Partner to obtain insurance coverage in excess of the foregoing amounts, such requirements shall supersede the required amounts stated in this Section.
- 10.2 No Subrogation. Partner agrees that Partner, Partner's insurers, and anyone claiming by, through, under, or on Partner's behalf shall have no claim, right of action, or right of subrogation against Ruckus based on any loss or liability insured against under the foregoing insurance.
- 10.3 Certificates. Upon request of Ruckus, Partner and Partner's agents shall furnish, prior to the commencement of this Agreement or any time thereafter, certification or adequate proof of the foregoing insurance. Certificates furnished by Partner and Partner's agents shall contain a clause stating that Ruckus is to be notified in writing at least thirty (30) days prior to cancellation

of or any material change in Partner's insurance policy(ies).

11.0 GENERAL

- 11.1 Confidentiality Requirements. Each party will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the other party. "Confidential Information" means any and all information furnished under or in performance of this Agreement that is marked with a restrictive notice or otherwise designated as proprietary or that the receiving party knows or should know is being disclosed on a confidential basis. Confidential Information includes (regardless of marking or designation), but is not limited to, the terms and conditions of this Agreement, trade secrets, and price and discount information. The recipient of Confidential Information may only disclose the Confidential Information to its employees or third-party contractors with a need to know the information for the implementation of this Agreement and who are subject to written terms of confidentiality no less restrictive than those contained herein. Without limiting the foregoing, the receiving party will treat all of the disclosing party's Confidential Information with the highest degree of care that the receiving party uses to protect its own confidential information, which shall be no less than a reasonable degree of care.

11.1.1 Exceptions. Confidential Information shall not include information if, and only to the extent that, the recipient establishes that the information: (a) is or becomes a part of the public domain through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on disclosure; (d) is independently developed by the recipient; or (e) is disclosed by the recipient pursuant to a requirement of a governmental agency or by operation of law, provided that the recipient shall disclose only that part of the Confidential Information

which it is required to disclose and shall notify the owner prior to such disclosure in order to provide such owner an opportunity to seek an appropriate protective order or other relief to prevent such disclosure. The recipient shall cooperate fully (at the other party's expense) in all efforts to prevent disclosure of the other party's Confidential Information.

11.1.2 Term of Confidentiality. The obligations of the recipient of Confidential Information with regard to the trade secrets (as defined by applicable law) of the other party remain in effect for as long as such information shall remain a trade secret as provided by this Agreement or under applicable law and, with regard to all other Confidential Information, shall remain in effect during the term of this Agreement and for three (3) years thereafter. Notwithstanding the foregoing, with respect to the source code version of Licensed Software, the confidentiality obligations stated herein shall survive indefinitely.

11.2 Independent Parties. Each party is an independent contractor. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Ruckus and Partner, and neither Ruckus nor Partner will have the power to bind the other or incur obligations on the other's behalf without the other's separate and specific prior written consent.

11.3 Assignability. The terms and conditions of this Agreement shall bind and inure to each party's permitted successors and assigns. Notwithstanding the foregoing, Partner may not assign this agreement, whether by contract or through a merger, acquisition, change in control, or otherwise, without Ruckus' prior written consent, and any attempted assignment without Ruckus' prior written consent shall be null and void.

11.4 Severability. If any provision in this Agreement is determined in any proceeding binding upon the parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of such agreement, and the remaining provisions of such agreement will continue in full force and effect.

11.5 No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a

waiver of future enforcement of that or any other provision.

11.6 No Compensation. Partner acknowledges and agrees that it shall not be entitled to any compensation, damages or payments in respect to goodwill that has been established or for any damages on account of prospective or anticipated profits, and shall not be entitled to reimbursement in any amount for any training, advertising, market development, investments, leases or other costs that shall have been expended by Partner before termination of this Agreement. Partner hereby waives its rights under applicable laws for any such compensation.

11.7 Controlling Language. This Agreement has been prepared and executed in the English language only, which language shall be controlling in all respects.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods. For Partners whose Authorized Territory(ies), in accordance with the terms of this Agreement, is located in the United States (or, in the event no Authorized Territory has been designated, then for Partners whose primary place of business is located in the United States), such Partner hereby agrees for the benefit of Ruckus, and without prejudice to Ruckus' right to take proceedings in relation hereto before any other court of competent jurisdiction, that the federal or state courts located in the Northern District of California shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement, provided that any party may commence a suit in any jurisdiction to enforce an arbitration award or judgment obtained pursuant to Section 11.9 or to seek the emergency or injunctive relief provided for herein (including, without limitation, this Section and Section 11.9) and for such purposes Partner hereby irrevocably submits to the jurisdiction of such courts. In the event of the commencement of any suit in the courts of

California the parties hereby waive any defense based on a lack of personal jurisdiction, improper venue, or the inconvenience of the forum. For Partners whose Authorized Territory(ies), in accordance with the terms of this Agreement, is located outside of the United States (or, in the event no Authorized Territory has been designated, then for Partners whose primary place of business is located outside of the United States), disputes shall be handled in accordance with Section 11.9. Partner acknowledges that in the event of a breach or threatened breach of any of the covenants contained in Sections 2 (Licenses to Partner), 11.1 (Confidentiality) and 11.9 (Arbitration and Dispute Resolution) Ruckus shall be entitled without prior notice, to seek injunctive relief to enforce Partner's compliance with such covenants.

11.9 Arbitration and Dispute Resolution. For Partners whose Authorized Territory(ies), in accordance with the terms of this Agreement, is located outside of the United States (or, in the event no Authorized Territory has been designated, then for Partners whose primary place of business is located outside of the United States), except as otherwise expressly provided in this Agreement, all disputes, controversies, or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory arising out of or relating to this Agreement, its interpretation, or enforcement not resolved amicably by the parties shall be resolved by arbitration in accordance with the then current JAMS International Arbitration Rules and conducted by one or more arbitrators appointed in accordance with such Rules. The arbitration shall be conducted in the English language and at Ruckus' offices located at 350 W Java Drive, Sunnyvale, CA 94089, U.S.A., unless otherwise agreed by the parties. Any ruling by the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction. The arbitrator shall be strictly bound by each of the provisions set forth in this Agreement and by the substantive laws of the State of California. The arbitrator shall have no authority to modify or expand this Agreement or any of the provisions of this Agreement. The arbitrator is specifically authorized to render partial or summary judgment. The arbitration proceeding, and all testimony,

filings, documents, and other information produced or given in connection with the arbitration shall be treated as Confidential Information, except as may be necessary to enter any arbitration ruling in a court of competent jurisdiction or as otherwise may be required by law. Notwithstanding the foregoing, either party may commence a suit in any jurisdiction to enforce an arbitration award or judgment obtained pursuant to this Section or to seek the emergency or injunctive relief provided for herein (including, without limitation, this Section). In the event of the commencement of any suit in the courts of California the parties hereby waive any defense based on a lack of personal jurisdiction, improper venue, or the inconvenience of the forum. Partner acknowledges that in the event of a breach or threatened breach of any of the covenants contained in Sections 2 (Licenses to Partner), 11.1 (Confidentiality) and 11.9 (Arbitration and Dispute Resolution) Ruckus shall be entitled without prior notice, to seek injunctive relief to enforce Partner's compliance with such covenants. Furthermore, nothing in this Agreement shall preclude either party from seeking specific performance or other equitable relief including, but not limited to, temporary restraining orders and preliminary injunctions from a court of competent jurisdiction to protect its rights or prevent harm pending the obtaining of an arbitration ruling, nor shall anything herein prevent Ruckus from seeking monetary damages from any court of competent jurisdiction for monies owed to it hereunder.

11.10 Attorneys' Fees. The prevailing party, in any dispute relating to this Agreement resulting in a final judgment by any court or arbitration panel including, but not limited to, actions to collect money owed to Ruckus by Partner, shall be entitled to the payment of all attorneys' fees and costs incurred, including all fees, costs, and expenses of an arbitration.

11.11 Foreign Corrupt Practices Act. In conformity with the United States Foreign Corrupt Practices Act and with Ruckus' established

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- corporate policies regarding foreign business practices, Partner and its employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision (including a decision not to act) of a government official or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Ruckus in obtaining, retaining or directing any such business.
- 11.12 **Audit Rights.** Ruckus or its auditors may with thirty (30) days' prior written notice, at its own expense and during normal business hours perform audits to ascertain Partner's compliance with the terms and conditions of this Agreement, including but not limited to the protection of Confidential Information and the usage rights and restrictions outlined in the **Licenses to Partner** section. Partner shall provide Ruckus and/or its auditors with any reasonable assistance they require at no charge. If at any time, Ruckus finds Partner to be out of compliance with the terms and conditions of this Agreement, then Ruckus may suspend or terminate Partner's rights granted hereunder. In the case of standalone Licensed Software, Ruckus may charge Partner any additional license fee associated with unauthorized use or reproduction of the Licensed Software.
- 11.13 **Books and Records.** Partner shall retain complete and accurate physical and/or electronic records of each Product, service and/or License purchased, deployed and/or resold, including information regarding compliance with Ruckus special pricing, marketing and sales programs ("Documentation"). In the event Ruckus requires information on an End User to which Partner asserts it has resold Ruckus Products, services, and/or Licenses, Partner agrees to use all reasonable efforts to assist Ruckus in obtaining such information. Partner must retain such Documentation for a period of not less than three years. Failure to retain Documentation may be deemed a breach of this Agreement.
- 11.14 **Access.** Partner shall make the Documentation available to Ruckus or its auditors during regular business hours, at the Partner's primary place of business or such other locations where the Partner may maintain relevant records. Partner shall permit Ruckus access to all relevant premises owned, controlled or used by Partner. During the on-site fieldwork phase of the audit, Partner shall provide sufficient visibility and supervised access to its systems to Ruckus or Ruckus' third-party accounting firm as requested. Ruckus continues to have audit rights on the Partner up to three years after termination.
- 11.15 **Non-Compliance.** For instances of non-compliance with the terms and conditions of the Agreement and/or financial discrepancies identified, Partner agrees to reimburse Ruckus for the improperly claimed or paid amounts or special discounts used as per Special Pricing terms and conditions. To recover reimbursements of improperly claimed or paid amounts and/or or audit costs, Ruckus may elect to withhold sales programs, Marketing Development Funds (MDF) and/or issue an invoice to Partner.
- 11.16 **Notice.** All notices required to be provided under this Agreement shall be provided by electronic mail (a) if by Partner, to legalnotices@commscope.com, and (b) if by Ruckus, to the electronic mail address provided by Partner with its application (or as later updated by Partner upon notice to Ruckus). Notices shall be deemed received one business day after being sent by electronic mail.
- 11.17 **Entire Agreement.** This Agreement represents the entire agreement between the parties relating to the subject matter hereof and replaces any prior agreements or understandings. No waiver or modification of the Agreement shall be valid unless in writing signed by each party.

EXHIBIT 1

Collection, Use and Management of Partner Information

1. Partner and/or Partner's authorized officers may be required to submit information which Ruckus would require in order to administer the Program and the Agreement. Some of the information may be considered personal information of the Partner's authorized officers. In providing such personal information during registration, Partner expressly consents to the collection, use and management of such personal information in accordance with this Exhibit. Ruckus would not be able to administer the Agreement and Partner's membership in the Program without the requisite consent to the collection of such personal information. Partner's and Partner's authorized officers' consent to the collection, use and management of their information in accordance with this Exhibit, is a fundamental term of the continued performance of the Agreement. If any of Partner's authorized officers do not consent to the collection, use and management of their information, Partner should immediately inform Ruckus of the same in accordance with Section 7 of this Exhibit. In such event, Partner shall provide substitute equivalent information from Partner's authorized officers who do consent to the terms of this Exhibit.
2. Ruckus will only use information collected from Partners and/or their authorized officers strictly for the administration of the Agreement and the Program, which includes (without limitation) the following activities:
 - (a) *Accreditation.* Ruckus may use and make information concerning Partner's accreditation status available to Ruckus partners in writing or electronically.
 - (b) *Program Management.* Ruckus may use the information collected to contact Partner and/or its authorized officers via various modes of communication such as voice call, text message or email or postal mail for the purposes of informing Partner about Products and/or Services, in administering and managing Partner's accreditation status and relationship with Ruckus and in carrying out Partner's instructions or responding to any enquiry given by Partner or on Partner's behalf.
3. In order for Ruckus to effectively manage the Program, information provided by Partner and/or authorized officers will be transferred to all other countries where there is an incorporated Ruckus entity. By participating in the Program, Partner would therefore also be consenting to the transfer of information to those countries including the United States.
4. Ruckus would not share Partner's information with outside companies, organizations and individuals outside of Ruckus unless one of the following circumstances applies:
 - (a) *With Partner's consent.* Ruckus will share Partner information with companies, organizations or individuals outside of Ruckus when Ruckus has Partner's specific consent to do so.
 - (b) *For external processing.* Ruckus may provide Partner's information to Ruckus' affiliates, related corporations and/or other trusted businesses or persons to process such information for Ruckus, based on Ruckus' instructions and in compliance with appropriate confidentiality and security measures.
 - (c) *For legal reasons.* Ruckus will share personal information with companies, organizations or individuals outside of Ruckus if Ruckus has a good faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - (i) meet any applicable law, regulation, legal process or enforceable governmental request; or
 - (ii) protect against harm to the rights, property or safety of Ruckus, its users or the public as required or permitted by law.

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5. Ruckus will make commercially reasonable efforts to take appropriate preventive measures to ensure that Partner's information is adequately protected and secured and if it is transferred in the United States, is done so in accordance with applicable data privacy laws. Appropriate security arrangements will be put in place to prevent any unauthorized access or misuse of Partner's information.
6. Ruckus will similarly make reasonable efforts to ensure that Partner's information in Ruckus' possession is destroyed as soon as (i) the purpose for which that information was collected is no longer being served by the retention of such information; and (ii) retention is no longer necessary for any other legal or business purposes.
7. Partner may, at any time, request to access, review, correct and/or update the information currently in Ruckus' possession or withdraw its consent for the collection, use and disclosure of Partner information in Ruckus' possession. Any such requests should be sent to privacy@Ruckus.com.
8. As part of Ruckus' effort to ensure that it properly manages, protects and processes Partner information, Ruckus will be continually reviewing its policies, procedures and processes. For more information regarding Ruckus' privacy policy, see <https://www.commscope.com/about-us/privacy-statement/>. Ruckus recommends that Partner checks our website from time to time to remain updated as to any changes in Ruckus' privacy policy.

Access to Partner Portal

9. In participating in the Program, Partner would have access to Ruckus' partner web portal. Partner specifically agrees to use Ruckus' partner portal for its internal business purposes only.

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