

WIRELESS AND SWITCHING PRODUCTS WARRANTY STATEMENT

WIRELESS PRODUCTS LIMITED WARRANTY STATEMENT

Ruckus Wireless (Ruckus) provides a “Limited Lifetime Hardware Warranty” for certain Wireless Products and a “Limited One-Year Hardware Warranty” for others. To determine which Hardware warranty applies to the Product(s) you purchased, and for additional information relating to your warranty, please refer to the warranty checker utility which can be found at Ruckus’ support website at: support.ruckuswireless.com.

Limited 90-Day Software Warranty

Subject to the provisions herein, Ruckus warrants to the original purchasing Customer, 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.

Limited Hardware Warranty

For the Limited Lifetime Hardware Warranty, the warranty period continues so long as the Product remains in the possession of the original purchasing Customer. For the Limited One-Year Hardware Warranty, the warranty period is a period of one (1) year following the date of Ruckus shipment of the Product, so long as the Product remains in the possession of the original purchasing Customer. Subject to the provisions herein, Ruckus warrants to the original purchasing Customer, that for the applicable warranty period identified above, 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. 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 the original 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. A warranty claim can be initiated at: <https://support.ruckuswireless.com/contact-us>.

The RMA process will ensure Ruckus Wireless is prepared to receive the affected Product. Should upgraded replacement 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 (including, without limitation, use outside the recommended environment); (ii) the Product has been used or maintained in a manner not conforming to Product manual instructions or has been modified or altered in any way; (iii) is repaired or modified by anyone other than Ruckus or a Ruckus authorized company; or (iv) 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, RUCKUS’ SOLE LIABILITY AND YOUR EXCLUSIVE REMEDIES SHALL BE THE ONES SET FORTH HEREIN.

This disclaimer applies even if the express warranty fails of its essential purpose. 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.

WIRELESS AND SWITCHING PRODUCTS WARRANTY STATEMENT

WIRELESS PRODUCTS 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.

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. **REVISIONS.** 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.
3. **OWNERSHIP.** Ruckus and its suppliers shall retain ownership of all patents, copyrights, trademarks, trade names, trade secrets and other intellectual property rights in the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Except as provided in Section 1, you shall have no right, title or interest in or to the Software. The Software is licensed, not sold, to you for use only under the terms of this Agreement.
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 Product Limited 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 48C.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.

WIRELESS AND SWITCHING PRODUCTS WARRANTY STATEMENT

ICX SWITCHING PRODUCTS WARRANTY STATEMENT

The following terms and conditions govern your warranty on Ruckus ICX switching Products. They supersede all other terms, unless otherwise agreed in writing by Ruckus.

1. Warranty Start Date

“Start Date” as used in this policy means the date the Product is shipped from the manufacturing facilities of Ruckus.

2. Standard Limited Warranty

Ruckus switching products, including optics, are subject to the Standard Limited warranty other than as specified below.

Hardware

For a period of thirteen (13) months from the Start Date, Ruckus warrants that the Ruckus branded hardware will be free from defects in materials and workmanship under normal use. End User's sole and exclusive remedy and the entire liability of Ruckus and its suppliers under this limited warranty will be, at Ruckus' option, repair or replacement of such product hardware within thirty (30) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware received a Technical Support RMA number from Ruckus. Further, the product hardware must be shipped, shipment pre-paid, to Ruckus, and the RMA number must be clearly indicated on the shipping box and papers. Where applicable, for shipments to locations outside the US, Customer or Customer's assigned agent will act as Importer of Record for shipments of repaired/replacement units and will be responsible for payment of any import duties, taxes and fees. See other Warranty Limitations and Restrictions below.

Software (embedded in Ruckus switching products)

For a period of ninety (90) days from the Start Date, Ruckus warrants (a) that the media on which the software is delivered will be free of defects in material and workmanship, and (b) the software will operate substantially as set forth in the applicable Ruckus specifications when used in accordance with the terms of the Ruckus software license. End User's exclusive remedy and the entire liability of Ruckus and its suppliers under this limited warranty will be replacement of the software media. Except for the foregoing, the software is provided AS IS. This limited warranty extends only to the End User as the original licensee. See other Warranty Limitations and Restrictions below.

Software (Stand Alone Software Products)

Stand Alone Software is provided AS IS. Ruckus Support Offerings can be found on our Support Page.

3. Ruckus Assurance Limited Lifetime Warranty

For ICX switches (excluding removable optics and LEDs), Ruckus provides a limited lifetime warranty beginning on the Start Date and continuing for as long as the original End User continues to own and use the Ruckus branded equipment, as set forth below.

ICX Hardware

Ruckus warrants that the Ruckus branded hardware will be free from defects in material and workmanship under normal use. End User's sole and exclusive remedy and the entire liability of Ruckus and its suppliers under this limited warranty will be replacement of such Product hardware next business day, provided the request is received before 2PM local time. Defective hardware must be received by Ruckus within 30 days of End User's receipt of replacement Product. This warranty excludes removable optics and LEDs. In the event of discontinuance of product manufacture, the warranty is limited to five (5) years from the announced product end of life date. Response times are based on local standard business days and working hours and commercially reasonable efforts. Response times commence when Ruckus is informed of the warranty failure via web request. In some countries and regions and under certain supplier constraints, actual response times may vary. If your location is outside the customary service area, your response time may be longer. Please contact Ruckus's Support Team for response time availability in your area. Where applicable, for shipments to locations outside the US, Customer or Customer's assigned agent will act as Importer of Record for shipments of repaired/replacement units and will be responsible for payment of any import duties, taxes, and fees. See Return Instructions below for additional information.*

Software (embedded in Ruckus ICX switches)

Ruckus warrants (a) that the media on which the software is delivered will be free of defects in material and workmanship, and (b) the software will operate substantially as set forth in the applicable Ruckus Documentation when used in accordance with the terms of the Ruckus software license. End User's exclusive remedy and the entire liability of Ruckus and its suppliers under this limited warranty will be replacement of the software media. In addition, End User may download defect repairs from support.ruckuswireless.com for the firmware release current at time of purchase or any previous release and may also access Ruckus's Knowledge Portal. End User may also download software maintenance updates through the Product end of support date. Except for the foregoing, the software is provided AS IS. This limited warranty extends only to the End User as the original licensee.

WIRELESS AND SWITCHING PRODUCTS WARRANTY STATEMENT

4. Warranty Limitations and Restrictions Applying to ICX Switching Products

Ruckus warranties are contingent on proper use of the Products as set forth in the applicable Documentation, and do not apply if (a) the Products have been modified without the written approval of Ruckus, (b) the Products' serial number label is removed, (c) the Product has been damaged or subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident, or (d) the Product is licensed for beta, evaluation, testing or demonstration purposes. To ensure proper operation of Ruckus Products, it is required that all Ruckus systems utilize only Ruckus supplied optical transceiver components. Ruckus reserves the right to void warranty and service support offerings if optical transceiver components other than those supplied by Ruckus are used in the operation of Ruckus products. The terms of the Warranty are limited to the remedies as set forth in this Warranty. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS, AND WARRANTIES. RUCKUS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION, OR RUCKUS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. RUCKUS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL RUCKUS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT RUCKUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THAT LIMITATION OR EXCLUSION MAY NOT APPLY.

* Return Instructions Applying to ICX Products

- * If the product fails within 30 days of receipt (DOA), fill out the Ruckus RMA request form and a replacement will be shipped within 48 hours from the time your RMA is processed
- * If your Ruckus ICX product is determined to be out of the warranty, a PO reference must be provided for the repair charges for a RMA to be issued
- * A RMA reference # must be provided when shipping defective material to a Ruckus return center, or your shipment will be subject to rejection
- * Affix a shipping label to the outside of each package
- * If a defective unit is processed as out of warranty, the new warranty contract tied to the replacement is 90 days
- * The Turn Around Time of a RMA starts when the defective is received at a Ruckus return center