



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR214

Starting Date: N/A

Expiration Date: N/A

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Brocade (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The following terms and conditions are added to the Master Agreement:

- Attachment 1: Cloudpath Hosted Service Terms and Conditions
- Attachment 2: Ruckus Limited Lifetime Warranty
- Attachment 3: vSCG Software License
- Attachment 4: Virtual SmartZone Software License
- Attachment 5: SCI Software License

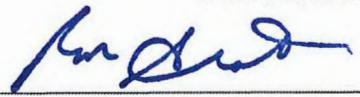
All other terms and conditions of the contract, including those previously modified and previous amendments, shall remain in full force and effect.

Effective Date of Amendment: January 5, 2017

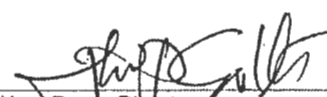
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH


Contractor's Signature

1/26/2017
Date


Kent Beers Director
State of Utah Division of Purchasing

1.24.17
Date

Regan McGrath
Contractor's Name (Print)

Vice President, Americas Sales
Title (Print)

BROCADE[®]
T. Wright
Legal Counsel
1/18/2017

Purchasing Agent

Phone #

e-mail

Contract #

Spencer Hall

801-538-3307

spencerh@utah.gov

AR214

RUCKUS WIRELESS, INC.
Cloudpath Hosted Service Terms and Conditions

This agreement sets forth the terms and conditions under which Ruckus Wireless, Inc. ("**Ruckus**") is willing to grant the entity identified on the Order ("**Customer**") access to the Services. In consideration of the covenants and conditions set forth herein, each of Ruckus and the Customer agree as follows:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR USING THE SERVICE, CUSTOMER ACKNOWLEDGES THAT (1) IT HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, (2) THE PERSON ACCEPTING THIS AGREEMENT IS OF A LEGAL AGE TO FORM A BINDING AGREEMENT WITH RUCKUS, AND (3) THE PERSON ACCEPTING THIS AGREEMENT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY HE/SHE HAS NAMED AS THE CUSTOMER, AND TO BIND THAT ENTITY TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT USE THE SERVICE.

1) Definitions

"**Customer Data**" means all data collected by the Service (other than authentication keys and related data used by Ruckus to authorize Customer's use of the Service).

"**Documentation**" means the published technical manuals, including any updates thereto, relating to the use of the Service made generally available by Ruckus to its customers.

"**Evaluation Term**" means the limited period of time during which Customer is permitted to use the Service without placing an Order; provided, that the Evaluation Term is subject to early termination as provided in this agreement.

"**Order**" means the ordering or quote document, either physical or electronic, accepted by Ruckus that sets forth Customer's Scope of Use of the Service.

"**Ruckus Channel Partner**" means an entity authorized by Ruckus to sell subscription licenses to access the Service.

"**Service**" means the online XpressConnect software as a service product identified in the applicable Order that is made available for use by Ruckus to Customer (using equipment hosted by Ruckus or a third party data center for use and access by Customer), including support services made available through the Service Portal and any related Documentation.

"**Service Portal**" means the online administrative site for the Service located at the URL set forth in the Order.

"**Service Term**" means the period of time for which access to the Service is authorized, as set forth in the applicable Order.

2) Service

a) **Trial Evaluation and License.** Upon Customer's request for a trial period to evaluate the Service, Ruckus will make the Service available to Customer via the Service Portal solely for evaluation and demonstration purposes upon Customer's acceptance of these terms. Upon Customer initially accessing the Service, the Evaluation Term shall commence. Customer understands and accepts that during the Evaluation Term, the Service may have limited functionality as well as features that are restricted.

b) **Activation and Delivery.** Upon acceptance of an Order or Customer's request for a trial period, Ruckus or a Ruckus Channel Partner will provide Customer with instructions to activate the Service. During activation, Customer must confirm the terms of this agreement prior to being provided access to the Service. Once Customer completes activation, Ruckus will make the Service available to Customer and provide Customer with credentials allowing access to and use of the Service.

c) **Service License.** During the applicable Evaluation Term or Service Term, subject to Customer's compliance with the terms and conditions of this agreement, including the payment of any applicable subscription license fees, Ruckus grants Customer a non-exclusive, non-transferable, non-sublicenseable right to access and use the Service via an internet connection in accordance with the Documentation and any limitations or restrictions set forth in the applicable Order or trial request (the "**Scope of Use**"). Only the employees, contractors and agents of Customer acting on Customer's behalf may exercise the licenses granted to Customer in this section. Customer is solely responsible for acquiring, separately from this agreement, any wireless client endpoints or other devices for use in conjunction with its use of the Service.

d) **Scope of Use.** Customer may use the Services only in accordance with the Scope of Use. If Customer desires to exceed the Scope of Use, Customer may place an Order to increase the Scope of Use. Upon written acceptance by Ruckus or its Ruckus Channel Partner, Customer may use the Service in accordance with the new Scope of Use.

e) **Service Operations.** Generally, the Service is installed and runs in third party data centers contracted by Ruckus to make the Service available for access to Customer via an internet connection. However, Ruckus may choose to operate such a data center at any time. While Ruckus endeavors to contract with reputable third parties that provide global hosting services, Ruckus bears no responsibility or liability with respect to the actions or malfeasance of such third parties. Licenses to access and use the Service are personal to Customer, and Customer shall be responsible for the interaction with any instance of the Service made available to Customer, including but not limited to the management of all Customer Data stored by or accessed through the Service.

i) **Customer Data.** As between Customer and Ruckus, Customer retains sole ownership in the Customer Data. Any functionality in the Service that allows for the collection, storage, access or use of Customer Data is provided solely for Customer's benefit. Neither Ruckus nor any third party is authorized by Ruckus to access Customer Data, unless authorized by Customer or in connection with the provision or operation of the Service by Ruckus. However, Ruckus and such third party service providers will comply with any lawful process served upon them. Customer hereby grants to Ruckus a limited, non-exclusive, non-transferable, royalty-free license to reproduce, translate, encode and use Customer Data for the purpose of providing and improving the Services and to fulfill Ruckus' obligations under this agreement. Customer is solely responsible for and represents and warrants that it has provided all notices and obtained all consents necessary to permit Ruckus to lawfully collect, store, access and use Customer Data in accordance with the terms herein.

ii) **Security Breaches.** Ruckus believes strongly in providing a secure Service and takes reasonable steps in light of industry practices to help secure the Service and any Customer Data stored on the Service from unauthorized access. However, despite these steps, no method of security is 100% secure, and Customer acknowledges that unauthorized access may occur. Ruckus will promptly communicate to Customer any unauthorized access to Customer Data, of which Ruckus is actually aware, as soon as reasonably practical upon Ruckus's confirmation of the access. As the owner of the Customer Data, Customer shall be solely responsible for any

further communication or announcement regarding any unauthorized access to Customer Data to any individuals or other entities to which the Customer Data pertains or relates in compliance with all applicable laws.

- f) **Restrictions.** Customer will not, and will not permit any third party to (a) modify, copy, or otherwise reproduce the Service in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the code used in the Service; (c) provide, lease or lend the Service to any third party except as expressly authorized hereunder; (d) remove any proprietary notices or labels displayed on the Service; (e) modify or create a derivative work of any part of the Service; (f) use the Service for any unlawful purpose; (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (h) attempt to gain unauthorized access to or breach the security mechanisms of the Service or its related systems or networks; (i) permit direct or indirect access to or use of any Service in a way that circumvents the Scope of Use; (j) access any Service or Content in order to build a competitive product or service or (k) disclose the results of any benchmarking of the Service (whether or not the results were obtained with assistance from Ruckus) to any third party. The Service is not designed, intended, authorized or warranted to be suitable for use in connection with any high risk, mission critical or strict liability activity (including, without limitation, air or space travel, aircraft navigation systems, aircraft communication systems, air traffic control, weapons systems, operation of nuclear facilities and other power plants, military or space equipment requiring radiation hardened components, life support applications, devices or systems or other medical operations, and Enhanced 911 or the E911 emergency calling system). Any such use by Customer is solely at Customer's risk. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY RUCKUS FROM ANY LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER DATA, OR CUSTOMER'S USE OF THE SERVICE IN CONTRAVENTION OF THE TERMS OF THIS AGREEMENT.
- g) **Proprietary Rights.** As between Ruckus and Customer, Ruckus, and its suppliers, own all rights, title and interests in and to the Service and Documentation, including all improvements to the foregoing. All rights not expressly granted to Customer are reserved by Ruckus.

3) Fees & Payment

- a) **Fees for Direct Ruckus and Ruckus Channel Partner Purchases.** In the event that Customer is purchasing the Service licenses from a Ruckus Channel Partner, then the payment terms shall be exclusively as defined between such Ruckus Channel Partner and Customer. In the event that Customer is purchasing access to the Service directly from Ruckus, then Customer shall pay the fees stated in the Order within thirty (30) days of the date of the applicable Ruckus invoice. All payment obligations, including for the length of a Service Term or volume based fees relating to Scope of Use, are non-cancelable and nonrefundable. Customer acknowledges that a failure to pay the applicable fees (either to Ruckus directly or to a Ruckus Channel Partner) may result in Ruckus suspending Customer's access to the Service, without prejudicing the rights of any party for remedies of a breach of contractual obligations..

- 4) **Support and Services.** Technical support services during the Service Term are included in the subscription fees for the Service (as set forth in an Order) and shall be provided in accordance with the Technical Support Information Guide made available through the Service Portal. Any additional services, including consulting or training, shall be provided on an as-quoted basis and subject to a separate Order.

5) Term & Termination

- a) **Term.** This agreement commences as of the date the parties execute the initial Order and continues until the end of the Evaluation Term or Service Term as applicable, unless otherwise terminated earlier as provided for in this agreement. Upon expiration of a Service Term, the Service Term will automatically renew for an additional period equal in duration to the expiring Service Term or 12 months, whichever is shorter (each a renewal Service Term), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Service Term. Any Service Term renewal shall be subject to the pricing then in effect; provided, that if Ruckus provides written notice of a pricing increase at least 60 days before the end of the prior Service Term, then such pricing increase will be effective upon renewal and thereafter.
- b) **Termination for Cause.** Either party may terminate this agreement and any licenses granted hereunder (a) for cause upon thirty (30) days written notice to the other party of a material breach of this agreement if such breach remains uncured at the expiration of such period; (b) either party ceases to do business as an operating concern; or (c) Customer is finally adjudged as financially insolvent, makes an assignment for the benefit of creditors, or files for bankruptcy which is not dismissed within sixty (60) days following the filing.
- c) **Effect of Termination.** Termination will not relieve Customer of the obligation to pay any fees due or payable to Ruckus (or a Ruckus Channel Partner, as applicable) prior to the effective date of termination, including any other fees or payments that Customer has committed to under this agreement. Upon termination of this agreement, all rights and licenses granted by Ruckus hereunder shall immediately terminate. The provisions of this agreement that by their nature extend beyond the expiration or other termination of this agreement will survive and remain in effect until all obligations are satisfied. Ruckus will make a file of the Customer Data (as it exists on the effective date of termination) available within 30 days of termination if Customer so requests in writing at the time of termination; provided, that Customer acknowledges Ruckus has no obligation to retain any Customer Data more than 30 days beyond termination, and may delete such Customer Data thereafter.

6) Warranties

- a) See Master Agreement #AR214.

7) Intellectual Property Infringement. See Master Agreement #AR214.

8) Limitation of Liability. See Master Agreement #AR214.

9) General Provisions

- a) **Governing Law; Venue.** See Master Agreement #AR214.
- b) **Export Requirements.** Customer agrees that the Services and Documentation are subject to the Export Administration Regulations of the United States. Customer agrees not to export, re-export or transfer, directly or indirectly, the Service, Documentation or any technical data acquired from Ruckus, or any products utilizing such data, in violation of the United States export laws, regulations and controls.
- c) **Force Majeure.** Notwithstanding any provision contained in this agreement, neither party will be liable to the other to the extent the fulfillment or performance of any terms or provisions of this agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical supply or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. This section will not apply to the payment of any sums due under the agreement by either party to the other.
- d) **Miscellaneous.** Notices will be deemed given on the day actually received by the party to whom the notice is addressed. The relationship of Ruckus and Customer is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee or agents of each other. Headings in this agreement are for reference purposes only and will not affect the interpretation or meaning of this agreement. If any provision of this agreement is held by an

arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of this agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights. This agreement may not be assigned by Customer by operation of law or otherwise, without the prior written consent of Ruckus, which consent will not be unreasonably withheld. This agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same agreement. The parties agree that electronic signatures are valid signatures for enforcement of this agreement. This agreement constitutes the entire agreement between Ruckus and Customer with respect to the subject matter hereof. This agreement supersedes all prior negotiations, agreements and undertakings between the parties with respect to such subject matter. No modification of this agreement will be effective unless contained in writing and signed by an authorized representative of each party. Notwithstanding applicable law, electronic communications will not be deemed signed writings. Any additional orders for Services hereunder shall be governed by the terms of this agreement. No term or condition contained in Customer's purchase order or similar document will apply unless specifically agreed to by Ruckus in writing, even if Ruckus has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by Ruckus. In the event of a conflict between this agreement and any other applicable agreement, this agreement shall govern, unless otherwise expressly stated.



Ruckus
Simply Better Wireless

Limited Lifetime Warranty

Product Limited Warranty Statement

Ruckus Wireless (Ruckus) provides a "Limited Lifetime Hardware Warranty" for certain 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. These Guidelines are available at: support.ruckuswireless.com/warranty. The RMA process will ensure Ruckus Wireless is prepared to receive the affected Product. Should upgraded warranty options apply, the RMA process will initiate those options.

Limitations and Exclusions

- 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.
- 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 Jurisdiction

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.

LIMITED LIFETIME WARRANTY



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 4 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.

RUCKUS WIRELESS, INC.
vSCG Software License

PLEASE READ THIS SOFTWARE LICENSE CAREFULLY. RUCKUS WIRELESS, INC. ("RUCKUS") IS WILLING TO LICENSE THE SOFTWARE TO YOU ("LICENSEE") ONLY ON THE CONDITION THAT THE LICENSEE ACCEPTS ALL OF THE FOLLOWING TERMS AND CONDITIONS.

IF A USER ACCEPTS THIS LICENSE, OR DOWNLOADS, USES OR INSTALLS THE SOFTWARE, AS AN EMPLOYEE OF, OR AS AN AGENT OR CONTRACTOR FOR THE BENEFIT OF, A COMPANY, THAT COMPANY SHALL BE DEEMED THE LICENSEE AND THE USER REPRESENTS THAT IT HAS THE POWER AND AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF THE COMPANY.

BY DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE, LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS LICENSE AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE, RUCKUS IS UNWILLING TO LICENSE THE SOFTWARE. IN THAT EVENT, LICENSEE MAY NOT DOWNLOAD, USE OR INSTALL THE SOFTWARE AND SHALL BE GIVEN A FULL REFUND OF ANY LICENSE FEES ACTUALLY PAID FOR THE SOFTWARE.

1) Definitions

"Device" means a single Ruckus access point on Licensee's network.

"Documentation" means the published technical manuals, including any updates thereto, relating to the use of the Software made generally available by Ruckus.

"Evaluation Term" means the limited period of time following Licensee's initial download of the Software during which Licensee is permitted to use the Software without placing an Order; provided, that the Evaluation Term is subject to early termination as provided in this agreement.

"Software" means a copy of a machine executable version of a Ruckus software product that Ruckus makes available to Licensee for download onto equipment owned or controlled by Licensee, and any error corrections, updates or upgrades of such software product that Ruckus makes available to Licensee.

"Order" means one or more ordering documents or transactional records in the form required by Ruckus from Licensee (or a Ruckus Channel Partner for the benefit of Licensee) to activate the Software or increase the Authorized Device Limit.

"Ruckus Channel Partner" means an entity authorized by Ruckus to sell licenses to Software.

2) Software

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