

**RUCKUS WIRELESS INC.
ADVERTISING POLICY**

Ruckus strives to deliver best in class value to our Big Dog Reseller Program members (“Authorized Resellers”) through such benefits as marketing development funds, rebate programs, and Ruckus developed advertising materials. Complying with this policy is one of the program requirements and is intended to maximize the investment that our partners make in promoting Ruckus products.

Ruckus has adopted the following policies for all Authorized Resellers:

1. The product pricing in advertisements published by Authorized Resellers for sales within the United States of America must comply with this policy. This includes any pricing that is displayed in the results of a web browser search, on an Authorized Reseller’s website, or on a third party e-commerce platform used by an Authorized Reseller.
2. Except as permitted in paragraph 3 below, an Authorized Reseller’s advertised prices may not be below the Manufacturer Suggested Retail Prices (“MSRP”) listed in the then current Ruckus price list that is posted on the Ruckus partner portal. If an Authorized Reseller violates this policy, Ruckus will provide written notice to the Authorized Reseller that its program benefits are suspended. Continuing or repeated violations of these guidelines may result in termination of the Authorized Reseller’s participation in the program.
3. Authorized Resellers may display prices below MSRP on the product packaging, in printed advertisements distributed within a physical store location, and on webpages indicating an intention to purchase (e.g. within a customer’s e-commerce shopping cart) without violating this policy. Authorized Resellers may also make general statements related to pricing without violating this policy. Examples include that the Authorized Reseller ‘has the lowest prices’, ‘will match or beat competitors’ prices’, or similar statements, provided that such statements would not otherwise imply a violation of this policy.
4. This policy only restricts publically available advertised prices and not the prices quoted or charged by an Authorized Reseller to its customers. Each Authorized Reseller has the sole right to set its own prices and nothing in this policy controls or limits that right.
5. Ruckus may make changes to this policy at any time and may also make limited exceptions for special promotions (such as direct to customer rebates). When changes or exceptions are made, Ruckus will notify Authorized Resellers through email or notices posted on the Ruckus’ partner portal. If Ruckus permits an exception, or otherwise fails to enforce this policy, in any particular instance, such exception or failure shall not be a waiver of Ruckus’ rights to enforce the policy in the future.
6. Ruckus employees are not authorized to discuss the policy directly with Authorized Resellers, make any special arrangements, nor issue any statements about the policy. All questions about the policy must be submitted to advertising_policy@ruckuswireless.com.