

GIFT AGREEMENT

THIS GIFT AGREEMENT (this "Agreement"), dated for reference purposes only as of September 30, 2013, is made by and between the CITY AND COUNTY OF SAN FRANCISCO ("City"), a municipal corporation, acting by and through its DEPARTMENT OF TECHNOLOGY ("DT"), and RUCKUS WIRELESS, INC. ("Ruckus"), a Delaware corporation.

RECITALS

A. WHEREAS, Ruckus has offered the City a gift that will enable the City to provide free, wireless, unsecured access to the Internet along Market Street in San Francisco to any person in the vicinity with a compatible Wi-Fi device (the "Wi-Fi Project").

B. WHEREAS, Subject to the approval of the San Francisco Board of Supervisors, DT would receive the gift and assume responsibility for implementing the Wi-Fi Project.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Board of Supervisors' authorization, the City and Ruckus hereby agree as follows:

Section 1. Gift to the City. Ruckus shall give a gift to the City consisting of the equipment identified in Exhibit A ("Equipment"), a fully paid perpetual license to use any identified Ruckus software provided with the Equipment per Ruckus's Software License Agreement, a copy of which is attached as Exhibit B, and the services identified in Exhibit C, all of which will enable the City to deploy the Wi-Fi Project ("Gift"). The parties value the Gift at \$701,894.00.

Section 2. City's Use of the Gift. The City shall use the Equipment for the Wi-Fi Project.

Section 3. Conflicts of Interest. Through its execution of this Agreement, Ruckus acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Ruckus becomes aware of any such fact during the term of this Agreement Ruckus shall immediately notify the City.

Section 4. Notices. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: City and County of San Francisco
Department of Technology
One South Van Ness Avenue
San Francisco, California 94102
Attn: Flavio Aggio, Chief Technology Officer

and

City and County of San Francisco
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: Energy/Telecommunications Team

Ruckus: Ruckus Wireless, Inc.
350 West Java Drive
Sunnyvale, CA 94089
Attn: General Counsel

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

Section 5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 6. Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

Section 7. Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

Section 8. Board of Supervisors Approval. The City shall submit to the Board of Supervisors ("Board") legislation authorizing City to accept the Gift. Notwithstanding anything herein to the contrary, Ruckus understands and agrees that no officer or employee of City has authority to commit City to this Agreement unless and until the Board shall have duly approved the acceptance of the Gift in accordance with all applicable laws. The Board may approve or reject the Gift in its sole discretion. Therefore, any obligations of City hereunder are contingent upon such approval by the Board, and this Agreement shall not be effective unless and until such Board approval is final. In the event the Board authorizes City to accept the Gift, the effective date of the legislation shall be the effective date of this Agreement ("Effective Date"). In the event the Board does not approve the acceptance of the Gift, then this Agreement shall terminate and shall be of no force and effect whatsoever.

Section 9. Term. The term of this Agreement shall commence on the Effective Date and continue until the City has received all of the equipment and services comprising the Gift.

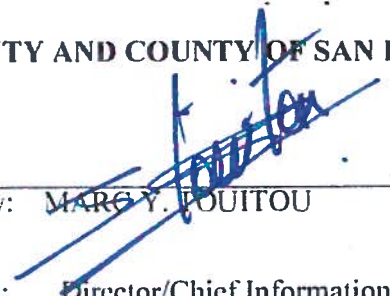
Section 10. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO OTHER PARTY FOR EITHER DIRECT OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTIES HAVE BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

IN WITNESS WHEREOF, City and Ruckus have executed this Agreement as of the date first referenced above.

RUCKUS, INC.

By: 
STAMUS HENNESY
Its: Chief Financial Officer

CITY AND COUNTY OF SAN FRANCISCO


By: ~~MARC Y. FOUTOU~~
Its: Director/Chief Information Officer
Department of Technology

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

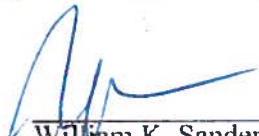
By: 
William K. Sanders
Deputy City Attorney

Exhibit A: Ruckus Equipment
Exhibit B: Ruckus Software License
Exhibit C: Ruckus Services

EXHIBIT A
RUCKUS EQUIPMENT

Bill of Materials

Ruckus Wireless
 350 W. Java Drive
 Sunnyvale, CA 94085
 Ruckus point of contact:
 Dan Kennison
 Northern California Sales Manager
dan.kennison@ruckuswireless.com
 925-301-0203

Clint Bogard
 Western Regional Sales Manager
cbogard@ruckuswireless.com
 (541) 490-1219 Mobile

Bill of Materials for:
 City & County of SF
 Project: Market St.
 CCSF Point of contact:

Flavio Aggio
flavio.aggio@ccsf.org

Mike McCarthy
 Technical Contact
mike.mccarthy@sfenv.org
 415-845-3214

Jose
 Project Manager

Bill of Materials

Outdoor WiFi Access Points

Qty	Ruckus Part #	Description	Unit MSRP	Total MSRP	CCSF	CCSF
25	9S1-7782-US51	ZoneFlex 7782-S for SCG, 802.11n Outdoor Wireless Access Point, Sector 120 degree Beamflex coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, 90-264 VAC, POE in and POE out, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes weatherized AC connector, flexible AnyAngle mounting kit and standard 1 year warranty. Does not include power adapter, PoE injector or AC power cord. Requires user supplied AC cord.	\$ 2,999.00	\$ 74,975.00	\$	\$
125	9S1-7782-US01	ZoneFlex 7782 802.11n Outdoor Wireless Access Point, 3x3 Stream, Omnidirectional Beamflex coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, 90-264 Vac, POE in and POE out, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes weatherized AC connector, flexible AnyAngle mounting kit and standard 1 year warranty. Does not include power adapter, PoE injector or AC power cord. Requires user supplied AC cord.	\$ 2,999.00	\$ 374,875.00	\$	\$

Primary Controller

Qty	Ruckus Part #	Description	Unit MSRP	Total MSRP	CCSF	CCSF
2	901-S20J-WW10	SmartCell Gateway 200 (SCG-200) with redundant AC power, six (6) Fans, two (2) 10 Gbps data cards, and six (6) 1 GgE ports. Does not include power cord	\$ 95,000.00	\$ 190,000.00	\$	\$
2	909-0100-SG00	SCG License supporting 100 Ruckus Access Points	\$ 10,000.00	\$ 20,000.00	\$	\$
4	902-0190-0000	10GBASE-SR SFP+ Module	\$ 1,465.00			
4	02-0174-US00	SCG AC power Cables US	\$ 11.00	\$ 44.00	\$	\$

SCG Support

Qty	Ruckus Part #	Description	Unit MSRP	Total MSRP	CCSF	CCSF
2	801-S20J-0012	WatchDog Premium Support for SmartCell Gateway 200 (SCG-200) with redundant AC power	\$ 19,000.00	\$ 38,000.00	\$	\$
2	801-0100-0SG0	WatchDog Premium Support for SCG License supporting 100 Ruckus Access Points	\$ 2,000.00	\$ 4,000.00	\$	\$

				Total MSRP	CCSF
				\$ 701,894.00	

EXHIBIT B

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.

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 thousand U.S. dollars (\$1000.00 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.

8. **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.

9. **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.

10. **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.

EXHIBIT C

RUCKUS SERVICES

Design Consulting: Included within the Gift, Ruckus agrees to provide consulting services to assist in the City in the design, configuration and testing of the Equipment for the Wi-Fi Project. The City, or its designees, shall be solely responsible for the physical mounting, cabling or installation of the Equipment or any other components related to the Wi-Fi Project. The total hours of consulting services shall not exceed 100 consulting hours.

Technical Support: Included within the Gift, is one year of standard technical support and maintenance provided by Ruckus subject to its standard policies, a description of the standard support and related policies is set forth at <http://support.ruckuswireless.com>. The included year of standard support shall begin on the Effective Date. After the initial year of standard support, the City may at its option purchase support from Ruckus upon mutual agreement of the fees. The City will grant Ruckus administrative access to the Wi-Fi Project the purposes of troubleshooting, monitoring and managing the network.

Bill of Materials

Ruckus Wireless
 350 W. Java Drive
 Sunnyvale, CA 94085
 Ruckus point of contact:
 Dan Kennison
 Northern California Sales Manager
dan.kennison@ruckuswireless.com
 925 303 0203

Clint Bogard
 Western Regional Sales Manager
cbogard@ruckuswireless.com
 (541) 490-1219 Mobile

Bill of Materials for:
 City & County of SF
 Project: Market St.
 CCSF Point of contact:

Flavio Aggio
flavio.aggio@sfgov.org

Mike McCarthy
 Technical Contact
mike.mccarthy@sfgov.org
 415-845-3214

Josa
 Project Manager

Bill of Materials

Outdoor WiFi Access Points

Qty	Ruckus Part #	Description	Unit MSRP	Total MSRP	CCSF	CCSF
150	9S1-7782-US51	ZonaFlex 7782-S for SCG, 802.11n Outdoor Wireless Access Point, Sector 120-degree Beamflex coverage, 2.4GHz and 5GHz concurrent dual band, Dual 10/100/1000 Ethernet ports, 90-264 VAC, POE in and POE out, GPS, IP-67 Outdoor enclosure, -40 to 65C Operating Temperature. Includes weatherized AC connector, flexible AnyAngle mounting kit and standard 1 year warranty. Does not include power adapter, PoE injector or AC power cord. Requires user supplied AC cord.	\$ 2,999.00	\$ 449,850.00	\$	\$

Primary Controller

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2	909-0100-SG00	SCG License supporting 100 Ruckus Access Points	\$ 10,000.00	\$ 20,000.00	\$	\$
4	802-0190-0000	10GBASE-SR SFP+ Module	\$ 1,495.00			
4	02-0174-US00	SCG AC power Cables US	\$ 11.00	\$ 44.00	\$	\$

SCG Support

Qty	Ruckus Part #	Description	Unit MSRP	Total MSRP	CCSF	CCSF
2	801-S20J-0012	WatchDog Premium Support for SmartCell Gateway 200 (SCG-200) with redundant AC power	\$ 19,000.00	\$ 38,000.00	\$	\$
2	801-0100-0SG0	WatchDog Premium Support for SCG License supporting 100 Ruckus Access Points	\$ 2,000.00	\$ 4,000.00	\$	\$
				Total MSRP		CCSF
				\$ 701,894.00		