



QUESTIONS?

Please contact
ruckuschannel@arris.com.

The Ruckus Ready Partner program is subject to change or cancellation at Ruckus's sole discretion.

Additional terms and conditions apply.

OVERVIEW

The Ruckus Ready Marketing Development Fund (MDF) Program provides a mechanism for eligible VAR partners and distributors to access funding to support activities that help drive sales of Ruckus solutions. This includes efforts to promote and create demand for Ruckus solutions, as well as training and skills development for sales and technical professionals. Conformity to these guidelines is a precondition to, and is assumed by, participation in the MDF Program. Ruckus reserves the right to adjust or terminate the funding at any time at its sole discretion.

MDF PROGRAM ELIGIBILITY

Ruckus Ready Partner Program Distributor and Elite partners worldwide are eligible to participate in the proposal-based MDF Program. **Ruckus reserves the right to withhold and/or deny reimbursement of MDF claims if a partner's account is not in good standing.**

POS REPORTING

As a condition to participate in the MDF Program, Ruckus Distributors and Direct Value-added Resellers (DVARs) are required to report Point of Sale (POS) data for Ruckus hardware and software purchases per their Ruckus Ready participation agreement.

DISTRIBUTOR

POS data for Ruckus-branded products must be submitted to Ruckus monthly and is due by 5:00 p.m. partner local time on the 1st Monday of the following month for the prior month's sales activity.

DVARs

POS data for Ruckus products must be submitted to Ruckus monthly and is due by 5:00 p.m. on or before the 10th of each month for the prior month's sales activity. Please note: POS data for the last (or third) month of Ruckus's fiscal quarter is due by 5:00 p.m. on or before the first Monday after quarter end.

POS reports must be submitted in a timely and accurate manner. If the POS deadline falls on a non-business day, reports are due on the previous business day.

MARKETING DEVELOPMENT FUNDS PROGRAM GUIDELINES

MDF PROCESS

All MDF proposals require a campaign and/or prior approval (PA) request submitted in the Ruckus MDF tool and approval by both Ruckus Regional Marketing and Global Channel Programs prior to committing to or engaging in any activity.

Campaign and/or PA requests must be submitted at least five (5) business days prior to the activity start date. Partners must specify all the expenses that the proposed funds will cover in the 'Comments' or 'Description' field of the PA. Ruckus will not reimburse any activities that do not have an approved Campaign and/or PA.

Once the approved activity has been completed, a claim form for reimbursement will need to be submitted in the MDF tool within 60 days of the activity end date. All claims require:

1) proper proof of performance (POP), including Return-on-Investment proof of performance (ROI POP) and 2) third party invoices. Please see list of required POP by activity below.

Ruckus reserves the right to refuse other proposed activities at its sole discretion and to request additional information on a PA or Claim.

Ruckus will not prepay any marketing activities. Partners are responsible for making full and direct payment to all third parties. Reimbursement to partners will be based according to the actual submitted schedule of expenses associated with the third-party services.

If no third-party services will be provided, please note this in your PA and let your Ruckus Marketing representative know. An exception approval will be required by Ruckus prior to processing claims without third-party invoices. If no third-party invoices are available, please upload an invoice to Ruckus for the claim amount.

MDF SCHEDULE

Each quarter, eligible partners can submit an MDF proposal by requesting a campaign and/or PA. Approved MDF is available for use through the activity end date plus 60 days; therefore, all claims and POP must be submitted within this timeframe. After the 60-day period, any remaining MDF will expire. See schedule below.

Submitting a claim by the campaign/PA expiration date does not guarantee funds will not be forfeited. All claims and proof of performance need to be fully audited and approved prior to the campaign/PA expiration date. Any claims that are put on hold for additional POP, or any other reason, cannot be accessed and funds that are due to expire will be forfeited.

MDF ROI

A return on investment (ROI) estimate is required both when the proposal request is made and when the claim is made.

Partners are required to provide final ROI results 90 days after the initial claim date. Failure to provide ROI results will have an impact on future MDF requests.

MARKETING DEVELOPMENT FUNDS PROGRAM GUIDELINES

MDF QUALIFYING ACTIVITIES

This section covers the following generally accepted activities:

- Hardware and Software Acquisition
- Education
- Tradeshows, Seminars, and Events
- Demand Generation
- Promotional Items
- Sales Programs and Promotions
- Collateral
- Travel

Reimbursable expenses that do not fall within these guidelines will be evaluated on a case-by-case basis.

Activity	Required supporting documentation (POP)	Required return-on-investment (ROI POP)	Note	Specific requirements
Hardware and Software	<ul style="list-style-type: none"> • Invoice/Purchase Order (PO) pertaining to Ruckus products and support 	<ul style="list-style-type: none"> • # of demos each month 	Ruckus valid part numbers must be shown on documentation. If Ruckus demo equipment program was used to order products: Direct partners—PO to Ruckus Indirect partners—distributor invoice or PO to distributor	No resale for at least six (6) months. Resale of stand-alone demo software is strictly prohibited
Education Courses and Exams	<ul style="list-style-type: none"> • Invoices/receipts or certificate of completion pertaining to Ruckus course or exam fees 	<ul style="list-style-type: none"> • # of certifications completed 	Proof/confirmation that the attendee (first and last name) took the course or exam Training units or test vouchers can't be claimed until after course or exam have been taken	
Tradeshows, Seminars and Events	<ul style="list-style-type: none"> • Invoices/receipts pertaining to event • Proof of Ruckus content <ul style="list-style-type: none"> – Photo showing Ruckus representation – Event invitation showing date(s) – Event agenda 	<ul style="list-style-type: none"> • # and list of attendees • # of qualified leads • SFDC campaign code 		25% of the campaign must be devoted to Ruckus
Demand Generation	<ul style="list-style-type: none"> • Invoices/receipts pertaining to activity • Proof of Ruckus content • Results report 	<ul style="list-style-type: none"> • # and list of meetings • # of qualified leads • SFDC campaign code 		25% of the campaign must be devoted to Ruckus
Promotional Items	<ul style="list-style-type: none"> • Invoices/receipts pertaining to activity • Photo of the marketing piece indicating Ruckus Logo 	<ul style="list-style-type: none"> • # of items produced • # of items distributed 		25% of the promotional items must be devoted to Ruckus
Sales Programs and Promotions	<ul style="list-style-type: none"> • Invoices/receipts pertaining to activity • Proof of Ruckus program and promotion • Program/promotion flyer or email announcement • Results report 	<ul style="list-style-type: none"> • # of participants • # of responders • Program ROI 		
Collateral	<ul style="list-style-type: none"> • Invoices/receipts pertaining to activity • Proof of Ruckus content • Copy of the marketing piece with Ruckus Logo 	<ul style="list-style-type: none"> • Print: # printed • Online: # click through or views 		
Travel	<ul style="list-style-type: none"> • Invoices/receipts pertaining to travel to Ruckus-approved activity 	<ul style="list-style-type: none"> • # of certifications completed • # of meetings • \$ revenue closed 	Economy airfare and lodging only for limited events and trainings	

MARKETING DEVELOPMENT FUNDS PROGRAM GUIDELINES

QUALIFYING ACTIVITY DETAILS

1. HARDWARE AND SOFTWARE PRODUCT ACQUISITION

Qualifying Expenses

- Ruckus-branded technology
- Hardware, software, and support
- Demo program discounts can be applied for Ruckus-branded products (hardware and software)

Product is ordered through the standard purchasing process, may be used for evaluation or demo purposes only, and may be resold after a period of six (6) months. However, resale of stand-alone software is strictly prohibited.

Non-Qualifying Expenses

- Shipping charges
- Sales tax/value added tax
- Customs duty
- Products not manufactured by Ruckus

2. RUCKUS EDUCATION COURSES

Qualifying Expenses

- Course fees for technical education of partner employees offered by Ruckus or Authorized Training Partners (ATP)
- Exam fees
- Training units and certification vouchers for partners
- Distributors may use MDF to pay for reseller certification course fees if provided to the reseller at no charge

Non-Qualifying Expenses

- Cancellation fees
- End-user training courses
- Training units or test vouchers for end-users

3. TRADESHOWS, SEMINARS, AND EVENTS

Qualifying Expenses

Events, shows, and seminars that attract a qualified and targeted audience, and are aimed at recruitment and/or training are all considered qualifying expenses. Events, shows and seminars must have clear metrics related to either training or pipeline generation. Awareness and relationship-focused events that do not have clear metrics will not be approved.

Items covered include exhibit space, booth properties, material handling, electrical, signage, AV equipment rental, mailing materials and lists, set-up costs, room rental, invitations, event attendee materials, and other event-related costs.

If other vendor products are shown in the same event or tradeshow booth, Ruckus reserves the right to prorate MDF reimbursement to that amount of time/space dedicated to Ruckus products.

Non-Qualifying Expenses

- Travel, lodging, and travel-related expenses
- Booth construction and non-Ruckus specific signage
- Tradeshow or conference registration fees
- Alcoholic beverages
- Team dinners for Ruckus or an OEM/channel partner
- Golf/golf tournament sponsorships where the sponsorship merely includes signage and participation
- Receptions that are not held in conjunction with a formal marketing program that includes training or pipeline generation
- Sporting events unless a specific business agenda can be provided
- Season tickets to event centers
- Team building events
- Charity sponsorships
- Customer appreciation events without clear demand generation metrics
- Customer entertainment

MARKETING DEVELOPMENT FUNDS PROGRAM GUIDELINES

Specific Requirements

Design and content require Ruckus pre-approval via an MDF PA.

At least 25% of booth space must be devoted to Ruckus.

Ruckus must approve in advance a detailed description of the event, including (if applicable) details of the proposed agenda, show space, design, booth rental, food and beverages, invitations, and mailings at least 14 days prior to earliest materials due date.

4. DEMAND GENERATION

Qualifying Expenses

- Creative
- Printing
- Mailing list
- Postage and fulfillment
- Telemarketing or call blitz
- Online media
- Advertisement
- Incentives
- Other demand generation components

If other vendor products are shown in the same materials, Ruckus reserves the right to prorate MDF reimbursement to that amount of space dedicated to Ruckus.

Non-Qualifying Expenses

- Rush charges
- Late fees
- Other unreasonable charges

Specific Requirements

Design and content require Ruckus pre-approval via an MDF PA.

At least 25% of the demand generation materials must be devoted to Ruckus trademarked products and must have proper attribution.

Campaign must be geared toward lead generation or increased market awareness.

Ruckus must approve demand generation activities in advance—including a detailed description of costs,

publications, frequency, design, and copy—at least 14 days prior to materials due date.

5. PROMOTIONAL ITEMS

Qualifying Expenses

- Ruckus-branded or co-branded promotional items, such as t-shirts, pens, memory sticks, pad folios, etc.
- Non-branded items for raffles and sales incentives

Non-Qualifying Expenses

- Rush charges
- Late fees
- Alcoholic or tobacco products
- Other unreasonable charges

Specific Requirements

Promotional item, design, and logo usage require Ruckus approval via PA process.

Art and Copy Requirements

All Ruckus products must always be portrayed accurately. Ruckus product-specific content requires Ruckus approval via PA process.

Failure to follow these policies will result in a denied PA or Claim.

Ruckus Logo

The official Ruckus logo (with appropriate registered trademark notations) must be featured on all sales and marketing materials (printed or online).

The Ruckus logo must be of equal size to the partner's own logo.

The marketing piece must be clearly discernible as being from the partner. It must not give the impression that the piece was produced by Ruckus.

NOTE: Failure to include the appropriate Ruckus logo will result in a denied PA or Claim reimbursement.

Logos are available at:

partners.ruckuswireless.com/marketing/artwork.

MARKETING DEVELOPMENT FUNDS PROGRAM GUIDELINES

Color

Color must be exact as per the Ruckus Logo Usage Guidelines.

Product Representation

All Ruckus products must always be represented accurately.

Product Claims

Do not exaggerate product capabilities. Any statements of product capability must comply with documentation published by Ruckus for all its products. Ruckus must grant written pre-approval for advertising or promotional claims of products or performance warranties or guarantees.

Trademarks

Ruckus trademarks must be noted and credited with the appropriate symbol and trademark notices. Use the correct trademark symbols for all Ruckus products.

6. SALES PROGRAMS AND PROMOTIONS

Qualifying Expenses

MDF may be used for sales programs and promotions to help drive incremental Ruckus business.

Non-Qualifying Expenses

- Travel, lodging, and other travel-related expenses
- Tax liabilities
- Financing offers
- Other unreasonable charges

Specific Requirements

Short proposal on planned sales programs or promotions including specific metrics is required prior to approval. Sales SPIFs must have parameters that limit budget exposure. MDF cannot be used to impact pricing (e.g. discounts) or true-up incentives to cover tax liability. MDF cannot be used to fund financing offers or extended terms. Ruckus reserves the right to deny or cancel a sales program at any time.

7. COLLATERAL

Qualifying Expenses

- Collateral concept
- Design
- Copy/script
- Artwork
- Printing cost

Non-Qualifying Expenses

- Rush charges
- Late fees
- Other unreasonable charges

Specific Requirements

Design and content require Ruckus pre-approval via an MDF PA. At least 25% of the collateral piece must be devoted to Ruckus.

Ruckus trademarked products must have proper attribution.

8. TRAVEL

Qualifying Expenses

- Partner employee economy airfare and lodging for technical education courses offered by Ruckus or ATPs, Ruckus Partner Summits, and Ruckus Technical Summits
- Partner employee economy airfare and lodging for Ruckus Executive or Regional Briefing Center visits WITH customer (end user) present
- Customer economy airfare and lodging for Ruckus Executive or Regional Briefing Center visits

Non-Qualifying Expenses

- First class airfare
- Partner or customer travel to business meetings, tradeshows, and other locations not noted above
- Other travel related expenses (transportation, meals, per diem, incidentals, etc.)
- Other unreasonable charges

Specific Requirements

Travel expenses require Ruckus pre-approval via an MDF PA.

MARKETING DEVELOPMENT FUNDS PROGRAM GUIDELINES

RUCKUS MDF OWNERSHIP

All funds are made available by Ruckus at its sole discretion and are subject to the terms and conditions herein. Only one account will be established per partner per territory where applicable.

CURRENCY CONVERSIONS

Partner must convert all amounts (inclusive of VAT) into US Dollars using the currency converter available at oanda.com/currency/converter. All conversions must use the date of the 3rd party invoice.

MDF PROGRAM RIGHTS RESERVED

Ruckus reserves the right at its sole discretion to alter or withdraw this program at any time with or without notice.

Ruckus also reserves the right to audit and verify all MDF claims and request additional documentation prior to payment of claim. Non-compliance with the guidelines and requirements outlined can result in non-eligibility in the program for a period of time determined by Ruckus.

Ruckus reserves the right to not approve or decide not to reimburse for activities deemed inappropriate. All determinations made by Ruckus at its sole discretion and are final.

Distributors and direct partners may not take deductions from Ruckus purchases in the event an MDF activity is not reimbursed within the partner's payment terms.

In the event of a change of ownership of your company, MDF will no longer be available for use unless prior written consent is given by Ruckus, and the new owner has been granted Ruckus Partner Program status with Ruckus.

Any adjustment to your POS, in the form of a debit or credit related to the purchase and/or return of products that qualify for MDF, will increase or decrease your MDF accrual in the period they are processed.

PARTNER AGREEMENT TERMINATION

Upon notice of partner Agreement termination, PAs for activities that have not occurred will be cancelled immediately. For PAs that have been approved and activities have taken place, partners will have 30 days from the date of activity to submit any Claims. Claims submitted after 30-day period will not be accepted. Any remaining funds will be forfeited.

GENERAL REQUIREMENTS

The primary purpose of all MDF activities must be to sell Ruckus products. MDF is for the support of Ruckus sales and marketing activities by your authorized sales locations only.

Public statements must not imply that you are Ruckus or any subsidiary of Ruckus. Programs must not be misleading or deceptive, nor may they violate federal, state, or local regulations. Programs must be in good taste and reflect favorably on Ruckus.

All registered marks, trademarks, copyrights and disclaimers of Ruckus must be properly used.

MDF accruals will be reversed for any sales that are not compliant with your partner Agreement.

COMPLIANCE WITH FCPA

Ruckus has a policy covering compliance with the Foreign Corrupt Practices Act (FCPA). You are expected to be familiar with, and to act in accordance with, the FCPA and Ruckus's FCPA Policy.

The FCPA prohibits any type of bribe to foreign governmental officials anywhere in the world. A copy of the Ruckus FCPA Policy is included along with a copy of the U.S. Department of Justice's "Lay Person's Guide to the FCPA."

Any concerns about violations of potential violations of the FCPS involving Ruckus business or the Ruckus FCPA Policy should be reported promptly to the Ruckus Legal Department.