



Subject: Restricted Use of Ubiquiti Products.

Dear Ubiquiti Products Customer:

To support compliance with applicable laws and to reduce excessive user-created problems, we use technical and other means to restrict the configuration of some of our products. We understand that you are a purchaser of Ubiquiti products, and that you are interested in having greater flexibility to configure and use the products which are identified in Part C of the accompanying Acknowledgement signed by you (the "Products").

Under this letter agreement (this "Agreement") you may, in our discretion, receive certain means and information to enable you to configure and use the Products beyond their standard settings (the "Modified Products"). You would receive such items based upon the representations and promises that you make to us under this Agreement relating to your legal rights and capabilities as follows:

1. You represent that you have received valid authorization from governmental authorities to configure and use the Modified Products in specified locations as set forth in Part D of the attached Acknowledgment (the "Authorizations"). You represent that you have or will promptly deliver to us true and authentic versions of documents reflecting the Authorizations as are described in Part E of the Acknowledgement. We have no duty to independently verify or enquire about the actual scope or validity of the Authorizations, and we may rely entirely upon the representations that you explicitly make to us herein.
2. You represent that you will use the Modified Products only as permitted by the Authorizations, and only so long as such Authorizations remain effective, and subject to the terms of this Agreement. You shall not, in any event, allow the export of any of the Modified Products into the United States, or to any other jurisdiction where the Authorizations do not apply, and that you will prohibit the use of such Modified Products in any manner that can interfere with any communications equipment located in the United States or other jurisdiction where the Authorizations do not apply.
3. You represent that you have and will maintain the technical capabilities and expertise to configure and use the Modified Products without requiring any unusual level of support from us, and without impairing the performance of the Modified Products in a manner that may cause you or someone else to seek to return Products to us.
4. You represent that you will keep strictly secret and confidential the information and materials that you may receive under this Agreement (collectively, the "Confidential Information"). You shall only use the Confidential Information to configure and use the Modified Products as permitted by the Authorizations, and for no other purpose. You shall not disclose or permit access to the Confidential Information to any third party. You may only disclose the Confidential Information to those of your employees who have a need to use the Confidential Information in connection with the Modified Products and solely as permitted within the scope of the Authorizations and within the jurisdictions where the Authorizations are applicable. All such employees shall have a legally binding non-disclosure agreements with you having obligations of confidentiality no less restrictive than those herein prior to their receipt of any Confidential Information. In no event will you provide any access to the Confidential Information to any person or entity in the United States. You represent that you shall use all reasonable means of physical, technical and operational controls to protect the Confidential Information from unauthorized use or disclosure. You shall promptly investigate and report to us any loss, theft or unauthorized disclosure, use or attempt to gain access to the Confidential Information, and take all reasonable actions to enforce your rights in connection thereto.
5. All Confidential Information is provided on an "as is" basis without any representation or warranty whatsoever as to its performance, utility, or its affect upon applicable devices. We are not responsible for impaired performance that may result from using the Confidential Information.

6. You agree to provide to us such information, records or access to your premises as may be reasonably requested to confirm your compliance with this Agreement, and execute such further documents as may be reasonably requested by us in connection therewith.

7. You shall indemnify, hold harmless and defend us (including our employees, officers and directors) against any claim, expense or loss arising from your breach of this Agreement, the falsity of any representation made by you, or your violation of the Authorizations or applicable law.

8. We can terminate your permission to use the Confidential Information upon reasonable notice to you. Such permission shall be deemed immediately terminated upon the termination, breach, modification or expiration of any of the Authorizations. Upon termination of your this Agreement you will cease use of, and destroy, all Confidential Information received by you, including all copies thereof, and certify the same to us in writing.

9. This Agreement states the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties related hereto. This Agreement may not be amended except in a single writing signed by a duly authorized representative of each party. This Agreement and its interpretation will be governed by the laws of the State of California and USA, excluding any conflict of laws principles. Company hereby consents to the non-exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California, USA, and Company hereby irrevocably waives any objection thereto on any basis, including without limitation, convenience. Provisions hereof that by their nature should survive the expiration or termination of this Agreement shall survive the expiration or termination hereof. You may not assign this Agreement or any rights or obligations hereunder without our prior written consent. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto, their legal representatives, and their respective permitted successors and assigns. Any assignment in violation of this paragraph will be null and void. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one and the same instrument. The parties may execute this Agreement by an exchange of faxed signed copies hereof.

Ubiquiti Networks, Inc.

Signature: _____

Name: _____

Title:

Date: _____