

**Virginia Commonwealth University  
University Purchasing  
Contract Summary Sheet**

<b>Commodity: Digital Media Download Service</b>	<b>Contract Nbr: 1808925MK</b>
<b>Vendor: Ruckus Network, Inc.</b>	<b>Contract Period: 7/1/07-6/30/08 w/ 4-one year renewal options</b>
<b>Address: 12901 Worldgate Dr., 7<sup>th</sup> Floor</b>	<b>Nbr of Vendors: 1</b>
<b>Herndon, VA 20170</b>	<b>Payment Terms: Net 30</b>
<b>Contact: Peter Opere</b>	<b>Accepts Purchasing Card:</b>
<b>Phone: 703-464-6580</b>	<b>Fax: 703-464-6501</b>
<b>E-Mail: <a href="mailto:popere@ruckus.com">popere@ruckus.com</a></b>	<b>Web site: <a href="http://www.ruckusnetwork.com/">www.ruckusnetwork.com/</a></b>
<b><a href="#">Contract Pricing</a></b>	<b><a href="#">Contract Document</a> (Excluding Proprietary Information)</b>
<b><a href="#">Contract Modifications</a></b>	

**Scope of Contract:** Ruckus Network provides digital entertainment services, including music and video download subscriptions, to students, faculty and staff. The web-based application is free to the University, and the music subscriptions and access to Ruckus Online Community are free to students. There are charges for faculty and staff music subscriptions, and there is a charge for students' video subscriptions.

**Contract Participation:** It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

**Note:** Please reference the contract number on purchase requisitions, purchase orders, and when contacting the vendor. Copies of this contract are available from the buyer.