

## READ ME FIRST – TERMS AND CONDITIONS

### NETGEAR ("Company") Beta Firmware and Beta Software Policy

Acknowledgment of agreement to the following term is required before any Company personnel will provide you ("Recipient") access to a beta firmware and/or other software that has not generally been released to the public (collectively "Beta Files"):

It has been determined that Recipient's issue may be resolved by using Beta Files. In order to receive Beta Files for Recipient's NETGEAR device, Recipient agrees to the following:

**Company's Limited Warranty.** Company represents and warrants that it has the requisite right and legal authority to grant the license and provide the Beta Files. COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE BETA FILES AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE BETA FILES HAVE NOT BEEN CERTIFIED BY ANY REGULATORY AGENCIES. The Beta Files that Recipient is receiving hereunder have not been through the full testing cycle and therefore are likely to contain bugs and other unforeseen issues.

**Data Loss.** Company does not guarantee the integrity or quality of Recipient's data, and Recipient is highly encouraged to back up data regularly to prevent permanent data loss. COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM USE OR MALFUNCTION OF THE BETA FILES, LOSS OF DATA, UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, LOSS OF PROFITS OR REVENUES OR COSTS OF REPLACEMENT GOODS, EVEN IF COMPANY IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**Limitation of Liability.** In no event shall Company's liability hereunder arising out of any event exceed USD\$1.00.

**No Reverse Engineering.** Recipient agrees that it will not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Beta Files provided herewith.

**Confidentiality of Beta Files.** Recipient acknowledges and agrees that in providing the Beta Files, Company may disclose to Recipient certain confidential, proprietary trade secret information of Company. Recipient agrees not to disseminate the Beta Files in any way other than as normally would be used by Recipient's NETGEAR product, unless otherwise agreed to in writing by Company, including without limitation posting to forums, websites and FTP servers for others to download.