

This Amendment is entered into effective October 1,1996 ("Amendment Date") by and between NETGEAR, Inc. ("NETGEAR"), a wholly owned subsidiary of Bay Networks, Inc., and Ingram Micro ("Distributor") acting on behalf of itself and its affiliates.

NETGEAR and Distributor having previously entered into a Distributor Agreement ("Agreement") with an Effective Date of March 1,1996, now mutually agree to amend that Agreement as follows:

1. Subject to the terms of this Amendment, the Territory listed in Section 2 of the Agreement is amended to be the United States and [*].
2. During the initial one year period beginning on the Amendment Date, Distributor shall be the only distributor appointed by NETGEAR in [*], subject to Distributor conducting mutually agreed to marketing activities as described in the Marketing Plan for [*] to be developed and agreed to by and between the parties and which shall be attached to and made a part of this Agreement as Exhibit 4a. For the purposes of this provision, distributor shall mean a company acquiring products directly from NETGEAR for resale or license to dealers or other second tier resellers which in turn resell or license the products to end use customers. The foregoing notwithstanding, during the [*] and any subsequent period, NETGEAR reserves the right to sell or license Products in [*] to customers other than distributors such as, but not limited to resellers who procure Products at centralized locations for resale to end-use customers solely through their wholly or majority owned retail outlets, both store-front and catalog. Following the [*], for any extension or renewal term, Distributor's appointment as Distributor shall be non-exclusive and NETGEAR may appoint other distributors in [*] at its sole discretion.
3. The terms and conditions of this Amendment, shall amend and supersede any conflicting terms of the original Agreement. All other terms of the original Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first written above.

NETGEAR:

DISTRIBUTOR:

NETGEAR, INC.

INGRAM MICRO

By: /s/ Lloyd Cainey

By: /s/ Michael Terrell

Name: /s/ Lloyd Cainey

Name: Michael Terrell

Title: Exec VP Enterprise Business Group

Title: Vice President Purchasing

Date: 4/30/97

Date: 2/21/97

Ingram Amendment

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CONFIDENTIAL TREATMENT REQUEST

* Portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

[INGRAM MICRO LOGO]

AMENDMENT #2 TO THE DISTRIBUTION AGREEMENT

THIS AMENDMENT (the "Amendment") is entered into this 15th day of July 1998, by and between INGRAM MICRO INC. ("Ingram") and NETGEAR, INC. ("Vendor").

The parties have agreed to amend their Distribution Agreement ("Agreement") dated October 1,1996.

1. Section 2, TERRITORY, is amended to be United States, [*].
2. This Amendment shall remain in effect for the current term and any renewal term of the Agreement.

Notwithstanding the foregoing, all other provisions of the Agreement remain unchanged. The undersigned has read this Amendment, agrees hereto, and is an authorized representative of its respective party.

INGRAM MICRO INC.
1600 East St. Andrew Place
Santa Ana, CA 92705

NETGEAR, INC.
4401 Great America Parkway
P.O. Box 58185
Santa Clara, CA 95052-8185

By: /S/ AC Mann

By: /s/ PATRICK Lo

Name: AC Mann
Title: VP Purchasing

Name: PATRICK Lo
Title: V. P.

Netgear, Inc.
Doc Rev 2/97

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Confidential
7/15/98