



## Product Test Program Terms

<i>[To be completed by Tester]</i> <b>Tester Name (Print):</b> _____ <b>Email Address:</b> _____ <b>Phone Number:</b> _____ <b>Mailing Address:</b> _____ _____	<i>[To be completed by Garmin]</i> <b>Test Organizer Name (Print):</b> _____ <b>Email Address:</b> _____ <b>Special Program Terms:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <i>Instructions for Test Organizer – After receiving signed document, please check for completeness and send to #Legal-NDA; attach signed Special Program Terms (if any).</i>
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These Product Test Program Terms (these "**Terms**"), together with any Special Program Terms (defined below), are an agreement between you and Garmin International, Inc., a Kansas corporation ("**Garmin**"). These Terms set forth the terms and conditions governing your participation in Garmin's Product Test Program (the "**Program**") and your testing of one or more Garmin products and/or services.

PLEASE READ THESE TERMS CAREFULLY BEFORE TESTING ANY GARMIN PRODUCTS OR SERVICES. By signing these Terms or participating in the Program, you signify your agreement to these Terms. If you do not agree to these Terms, you may not participate in the Program or test any Garmin products or services. If you are under the applicable age of majority in your jurisdiction, you must have the permission of your parent or guardian to participate in the Program and your parent or guardian must sign these Terms on your behalf.

Note that special terms may apply to testing programs for certain Garmin products and/or services. Such special terms ("**Special Program Terms**") will be provided to you by Garmin. Any Special Program Terms supplement and are in addition to these Terms and, in the event of a conflict, prevail over these Terms.

### 1. Program Requirements and Expectations

**1.1.** The Program is entirely voluntary. You acknowledge that you will neither be paid for your time to participate in the Program nor reimbursed for any costs or expenses you incur as a result of your participation in the Program (except for expenses explicitly set forth in any Special Program Terms).

**1.2.** Garmin will provide hardware and/or software (collectively referred to as "**Test Equipment**") to you at no cost to evaluate for testing purposes. Garmin will choose the Test Equipment sent to you in its sole and absolute discretion.

**1.3.** You are expected to use due care in handling, installing, and operating the Test Equipment as if it were your own. You may not share the Test Equipment with anyone else without Garmin's prior written permission. You may not sell or otherwise distribute the Test Equipment to anyone else without Garmin's express written permission. All Test Equipment is considered "Confidential Information" (as defined in Section 4.1 below).

**1.4.** You understand that all hardware received by you is experimental and that any software received by you that is labeled as "beta" ("**Beta Software**") is experimental. All hardware and Beta Software is the exclusive property of Garmin and is licensed, not sold, to you. Subject to any additional terms provided or made available to you,

Garmin grants you a limited, non-exclusive, personal, non-transferable, and non-sublicenseable license to use the Beta Software solely during and for the purpose of facilitating your participation in the Program in accordance with the Terms. You shall not: (i) reproduce, copy, modify, decompile, disassemble, reverse engineer or create derivative works of any portion of the Beta Software, except to the extent permitted by mandatory law; (ii) sell, rent, lease, or distribute the Beta Software to any other person or third party; or (iii) circumvent or attempt to circumvent any security measure or feature designed to prevent unauthorized access to features or use of the Beta Software with unauthorized products or services.

**1.5.** You are expected to use the Test Equipment in a general fashion and on a regular basis, and to give Garmin detailed email reports outlining any erroneous or anomalous operation. The required frequency of these reports will be communicated to you by Garmin.

**1.6.** You are expected to cooperate with Garmin representatives to determine mutually acceptable criteria and procedures for conducting specific tests should the need for such tests arise.

**1.7.** You are expected to provide feedback regarding Garmin's products or services, including but not limited to suggestions for improvements, modifications and enhancements to the tested Test Equipment (collectively, "**Feedback**"). You acknowledge Garmin's need to be able to freely use any Feedback received from you and to

own any such Feedback. Accordingly, you hereby assign to Garmin any rights you may have, including all intellectual property rights therein, in the Feedback and agree that Garmin may exercise its ownership rights to such Feedback and intellectual property rights without compensation, attribution or accounting to you. Without additional consideration, you agree to perform all acts reasonably necessary to perfect such rights in Garmin.

**1.8.** You or Garmin can terminate your participation in the Program at any time for any reason or no reason. To terminate your participation, please email the Garmin test organizer whose information appears on page 1 of these Terms. Once your participation in the Program ends, you must return all Test Equipment to Garmin within a reasonable time (not to exceed 30 days) unless Garmin notifies you in writing that you do not need to return the Test Equipment.

## **2. Garmin's Liability**

**2.1.** YOU ACKNOWLEDGE THAT ALL TEST EQUIPMENT AND BETA SOFTWARE IS EXPERIMENTAL AND CURRENTLY UNDER DEVELOPMENT AND TESTING BY GARMIN. BY PARTICIPATING IN THE PROGRAM, YOU DESIRE TO HAVE A PRE-RELEASE EXPERIENCE WITH THE TEST EQUIPMENT. ACCORDINGLY, YOU ACKNOWLEDGE THAT: (i) THE TEST EQUIPMENT IS LIKELY TO CONTAIN DEFECTS AND OTHER ERRORS THAT COULD ADVERSELY AFFECT THE USE OR PERFORMANCE OF THE TEST EQUIPMENT AND/OR ANY VEHICLE, VESSEL OR OTHER PROPERTY ON WHICH THE TEST EQUIPMENT IS INSTALLED; (ii) THE TEST EQUIPMENT MAY CONTAIN INOPERABLE FEATURES; (iii) THE TEST EQUIPMENT MAY CONTAIN ERRORS AND MAY BE INCOMPLETE; AND (iv) YOU SHOULD TAKE EXTRA CARE IN PRESERVING DATA IN ORDER TO AVOID ANY LOSS OF DATA AS A RESULT OF USING THE TEST EQUIPMENT.

**2.2.** THE TEST EQUIPMENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GARMIN WILL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY GARMIN HARDWARE OR SOFTWARE, AND YOU WILL INDEMNIFY AND HOLD GARMIN HARMLESS FROM SAME. IN NO EVENT WILL GARMIN BE LIABLE FOR LOST DATA, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE TEST EQUIPMENT.

**2.3.** With regard to warranties and liability, any non-experimental hardware that is operating with

experimental software is considered to be under experimental warranty and liability conditions.

**2.4.** You hereby, for yourself, your heirs, assigns, successors in interest, executors, administrators, and personal representatives, waive, remise, release, and forever discharge Garmin and its parent company and other affiliated companies, and all officers, directors, agents and employees of Garmin, its parent company and other affiliated companies, acting officially or otherwise (collectively, the "**Released Parties**") from and against any and all claims, demands, actions, or causes of action, past and future, on account of any injuries, death or damages (including property damage) that may arise out of or may in any way relate to your participation in the Program, including, without limitation, any activity related to your use of the Test Equipment or the installation of the Test Equipment.

**2.5.** You acknowledge and understand that Garmin and its parent company and other affiliated companies disclaim any and all responsibility of whatever kind for any injury or damage that may result from your participation in the Program. You will not claim or threaten to claim that Garmin, its parent company or other affiliated companies are in any way responsible for any such injury or damage. **You expressly assume all risk of injury and release and discharge the Released Parties from any and all liabilities, claims, injuries and damages arising out of, or related to, your participation in the Program, the installation of the Test Equipment, and your testing of the Test Equipment.**

**2.6.** You acknowledge and agree that you are responsible for your compliance with all safety regulations and local, state, federal, or international laws, regulations, and/or ordinances and expressly release and discharge the Released Parties from any claims relating thereto. Garmin, its parent company or other affiliated companies will not be responsible for any violations or citations received by you or any testing-related fees incurred by you during your participation in the Program. You are solely responsible and will bear all costs related to any such violations, citations, or fees.

## **3. Personal Information**

**3.1.** As part of your participation in the Program, Garmin may collect log files from you and/or Test Equipment used by you. Personal data (e.g., the contents of a text message that is stored on the device at the time of a shutdown, location data, etc.) may be contained in log files. These logs are used for internal troubleshooting and research and development purposes only and will not be made publicly available or shared with any third party (except on a confidential basis to support the foregoing purposes). Additionally, Garmin may collect and process personal data in accordance with other notices provided or made available to you from time to time or as otherwise permitted under applicable law.

**3.2.** You acknowledge that any personal data processed by Garmin during the Program may occur in a non-

production environment that is not enabled with a self-service tool to access, update, delete, or export your personal data. If you wish to exercise any rights under applicable data protection laws, please contact [privacy@garmin.com](mailto:privacy@garmin.com).

#### **4. Confidential Information.**

**4.1.** As part of your participation in the Program, you may receive or obtain access to Confidential Information. "**Confidential Information**" as used in these Terms means all non-public, confidential or proprietary information disclosed or made available by, or on behalf of, Garmin to you, in oral, visual, written, electronic, or other tangible or intangible form, including but not limited to information, data, know-how, trade secrets, documentation, hardware, software (including listings thereof and documentation related thereto), diagrams, drawings, and specifications relating to Garmin and its business, products and services and all notes, descriptions, analyses, summaries, and other materials prepared by you or that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**").

**4.2.** You agree and acknowledge that any Confidential Information you receive is the sole and exclusive property of Garmin and constitutes trade secrets or proprietary or confidential information of Garmin. You will not in any manner at any time appropriate, use, or convert to your own use any of the Confidential Information for any purpose other than for the limited purpose of evaluating and/or testing one or more Garmin products or services. You will not disclose any of the Confidential Information to any person or entity without the prior written consent of an officer of Garmin. You shall take reasonable precautions, at least as great as the precautions you take to protect your own most sensitive information, to keep confidential the Confidential Information. You agree not to reverse engineer, decompile or disassemble any Confidential Information. The foregoing obligations and restrictions do not apply to that part of the Confidential Information that you conclusively establish (a) was or becomes generally available to the public other than as a result of disclosure by you; (b) was or becomes available to you on a non-confidential basis from a third party who, to the best of your knowledge, is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation; or (c) was in your possession at the time of disclosure and was not acquired by you from Garmin on a confidential basis.

**4.3.** Notwithstanding Section 4.2, disclosure of Confidential Information shall not be prohibited if such disclosure is in response to an order of a court or other governmental body; provided, however, that you (a) shall first have given reasonable prior written notice of the order to Garmin, (b) shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was made, and (c) shall disclose only such Confidential Information as is required by the order.

**4.4.** At the written request of Garmin, at any time, you shall within ten (10) business days after receipt of such request return to Garmin all documents and other materials (including data stored on disk or tape) obtained from Garmin containing any Confidential Information together with all copies or extracts thereof. You shall also destroy all Notes and any other documents and other materials (including data stored on disk or tape) produced by you containing any Confidential Information and shall certify in writing to Garmin that you have complied with this provision, including a list of the materials destroyed.

**4.5.** You agree not to transmit any Confidential Information, directly or indirectly, to any country or to any citizen or resident of any country to whom or to which transmission is proscribed by the laws or regulations of the United States of America.

**4.6.** All Confidential Information is provided AS IS and without any warranty, express or implied, as to its accuracy or completeness, fitness for a particular purpose, merchantability, or non-infringement.

**4.7.** An award of money damages may not be a sufficient remedy for any breach of Section 4 of these Terms, because any such breach would cause Garmin irreparable harm. You therefore agree that Garmin shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of Section 4 of these Terms but shall be in addition to all of the remedies available to Garmin, as the case may be, at law, in equity or by statute.

#### **5. Miscellaneous**

**5.1.** These Terms (and any Special Program Terms) shall be governed by and construed in accordance with the internal laws of the State of Kansas, without giving effect to the principles of conflict of laws thereof. The exclusive jurisdiction over and venue in any legal proceeding arising out of or relating these Terms (and any Special Program Terms) or your participation in the Program shall be the federal or state courts located in the State of Kansas, and you consent to the jurisdiction of such courts and waive any objection to venue laid therein.

**5.2.** The invalidity or unenforceability of any provision of these Terms (including any Special Program Terms) shall not affect the validity or enforceability of any other provisions hereof. If any of the covenants or agreements in these Terms are determined to be unenforceable by reason of extent, scope, duration or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, scope, duration or other provision and enforce them in their reduced form.

**5.3.** Garmin may send any notice related to these Terms or the Program to the email address provided by you on page 1 of these Terms. Except as otherwise expressly provided in these Terms, any notice to Garmin required or permitted under these Terms must be sent to 1200 E. 151st St., Olathe, KS 66062, Attn: Legal Department.

**5.4.** These Terms, together with any Special Program Terms, contain the entire understanding between you and Garmin with the respect to the matters contemplated by these Terms and supersedes all prior written or oral communications, negotiations, understandings or agreements of any kind with respect to such matters. These Terms may only be amended, modified, waived, or supplemented by an agreement in writing signed by both you and an officer of Garmin.

**5.5.** No failure or delay by Garmin in exercising any right, power or privilege under these Terms shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

**5.6.** If you are signing these Terms on behalf of a tester who is under the applicable age of majority, you represent

and warrant that the tester has your permission to participate in the Program. In such a case, all references to "you" in other sections of these Terms refer to both you and such minor. As the tester's parent or guardian, you are expected to make sure the tester uses due care in handling and operating the Test Equipment. As the tester's parent or guardian, you—and not the tester—must create any necessary Garmin accounts or share data with Garmin. Garmin does not wish to collect any data from children.

**5.7.** Your electronic signature (including, without limitation, a scan of a manual signature) shall have the same force and effect as a manual signature for purposes of validity, enforceability and admissibility.

**If you agree to abide by these Terms, please sign and date below and email a scanned or electronically-signed copy (including any Special Program Terms you have been asked to sign) to the Garmin test organizer at the email address shown on page 1 of these Terms.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

If you are signing these Terms as the tester's parent or guardian, please check this box: ☐