NONDISCLOSURE AND BETA TEST AGREEMENT

The following Agreement provides for the terms and conditions under which the party named as the recipient below shall beta best NETGEAR prototype products. By beta testing such products, the recipient expressly agrees to the terms below.

This Beta Test Agreement (“Agreement”) is effective as of May 11, 2010, by and between NETGEAR, Inc., a Delaware corporation (“Company”) and Laurent PARMENTIER (“Recipient”).

WHEREAS, Company is the owner of certain prototype products (each, a “Product”) that it desires to have tested by a prospective user in what is commonly referred to as “Beta Test”;

WHEREAS, the Product contains valuable, confidential, trade secret information owned by Company; and

WHEREAS, the Recipient desires to test and evaluate the Product on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Beta Testing Arrangement. Company agrees to provide to Recipient the Product, and Recipient accepts the Product, for test and evaluation purposes only and subject to the terms of this Agreement. Recipient agrees to test and evaluate the Product as provided herein, report to Company with respect to the usefulness and functionality of Product and any other criteria requested by the Company, and return the Product to Company (if requested by Company) at the conclusion of the Beta Test. The parties expressly acknowledge and agree that title in the Product shall at all times remain with the Company unless transferred to Recipient in writing. Recipient shall use at least a reasonable level of care to protect the Product from loss or damage, and shall be liable for any Product loss or damage, while the Product is in Recipient’s possession.

2. Confidentiality Obligation. Recipient acknowledges and agrees that in providing the Product, Company may disclose to Recipient certain confidential, proprietary trade secret information of Company (the “Confidential Information”). Confidential Information may include, but is not limited to, the Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, Product usage results, Beta Test results, financial information or business plans. During the term of this Agreement and for a period of five years thereafter, Recipient agrees that it will not, without the prior written consent of Company, disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information (i) is or becomes generally available to the public through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without limitation as to its use; or (iii) is independently developed by Recipient without reference to the Confidential Information. At the termination of this Agreement, Recipient will return all Confidential Information to Company.

3. No Reverse Engineering. Recipient agrees that it will not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Product or any firmware, circuit board or software provided therewith.

4. Limited License. Recipient acknowledges that Recipient shall have only a limited, non-exclusive, nontransferable, non-sublicensable license to use the Product for a period to be designated by the Company (the “Test Period”). Recipient acknowledges and agrees that it will not use the Product for any purpose that is illegal. Because the Product is a “Beta Test” version only and is not error or bug-free, Recipient agrees that it will use the product carefully and will not use it in any way which might result in any loss of its or third party’s property or information.

5. Evaluation Report. Recipient shall report to Company, as soon as practical, any perceived defect in the product and, following the discovery of any material defect, shall terminate its use of the product. At the conclusion of the Beta Test, Recipient shall provide to Company an evaluation of the Product, including both positive and negative aspects and feedback on any other criteria requested by the Company. All such reports and suggestions shall be the exclusive property of the Company and Company shall be the sole owner of all such reports, suggestions and of any improvements to the Product(s) created as a result of the same as well as any and all intellectual property rights associated therewith.

6. Public Evaluations. If Recipient makes available a review or evaluation of the Product to members of the public, including but not limited to potential purchasers of the Product, then Recipient agrees to mention in the review or evaluation any connection between NETGEAR and Recipient that reasonably could be viewed as affecting the Recipient’s review or evaluation, including but not limited to the Recipient’s receipt of the Product from NETGEAR at no cost. Recipient also agrees that any review or evaluation of the Product will reflect Recipient’s honest opinions, findings, beliefs, or experiences about the Product. Recipient further agrees that any public review or evaluation of the Product by Recipient will be based on Recipient’s actual use of the Product. Nothing in this section shall remove or diminish the Confidentiality Obligation imposed on Recipient by section 2 of this Agreement.

7. Termination. Recipient may terminate this Agreement at any time prior to expiration of the Test Period by returning the Product including all Confidential Information and copies thereof, to Company, along with its evaluation report. Company may terminate this Agreement at any time upon notice to Recipient, subject to Recipient’s obligation to return the Product (if requested by Company), Confidential Information and all copies thereof. If not earlier terminated, this Agreement shall terminate automatically upon the expiration of the Test Period.

8. Limited Use. Because the Products is a “beta test” version and not approved for retail sale, Recipient agrees that it will use the Product(s) with utmost care and that it will not use the Product(s) in any life-saving, security, mission-critical or health-care applications, nor will Recipient use the Product(s) in any way which might result in any harm to Recipient or any third party, including, but not limited to, loss of life, or bodily harm or loss of its or any third party’s property or information, and Recipient hereby indemnifies and holds Company harmless from any such loss or damage, whether direct or indirect.

9. Company’s Limited Warranty. Company represents and warrants that it has the requisite right and legal authority to grant the license and provide the Product and the Confidential Information as contemplated by this Agreement. COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR ANY OTHER CONFIDENTIAL INFORMATION 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 PRODUCTS PROVIDED FOR BETA TESTING HEREUNDER HAVE NOT BEEN CERTIFIED BY ANY REGULATORY AGENCIES. COMPANY’S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY ABOVE, AND RECIPIENT’S SOLE REMEDY SHALL BE THAT COMPANY SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY, INCLUDING REASONABLE ATTORNEYS’ FEES.

10. Limitation of Liability. In no event shall Company’s liability hereunder this Agreement arising out of any event exceed USD$1.00.

11. Governing Law. This Agreement is to be governed by, construed and enforced according to the laws of the State of California, USA.

12. No Assignment. Recipient may not assign this Agreement without the prior written consent of Company. This Agreement shall be binding upon and inured to the benefit of the parties and their respective administrators, successors, and assigns.

13. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

14. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. Arbitration. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the reward rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Santa Clara, California, or such other place as may be mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrators’ expenses and administrative fees of arbitration

Digital Signature

Signify you have read this document and agree to the terms stated.