

END USER LICENSE AGREEMENT FOR NETGEAR Cloud Management Platform

PLEASE CAREFULLY REVIEW THE FOLLOWING END USER LICENSE AGREEMENT FOR THE NETGEAR CLOUD MANAGEMENT PLATFORM (“BUSINESS CENTRAL”) AND ANY AND ALL TERMS OF USE THAT REFERENCE THIS AGREEMENT (“AGREEMENT”). THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN SUBSCRIBER AND NETGEAR (AS DEFINED BELOW). THIS AGREEMENT GOVERNS ALL USE OF THE BUSINESS CENTRAL SERVICES, SOFTWARE AND ASSOCIATED DOCUMENTATION, BOTH ONLINE AND OFFLINE.

BY CLICKING “I AGREE” OR DOWNLOADING OR OTHERWISE USING THE SOFTWARE OR SERVICES, SUBSCRIBER CONSENTS TO ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS THEN DO NOT CLICK “I AGREE” OR DOWNLOAD OR OTHERWISE USE THE BUSINESS CENTRAL SOFTWARE OR SERVICES.

NETGEAR MAY GRANT YOU AN OPT-OUT TRIAL SERVICES PERIOD WHERE YOU MAY TRY OUT THE SOFTWARE AND SERVICES FOR FREE BY SETTING UP YOUR ACCOUNT (“OPT-OUT TRIAL SERVICES”). AFTER SETTING UP YOUR ACCOUNT YOU WILL HAVE A PERIOD OF TIME TO USE THE OPT-OUT TRIAL SERVICES FREE OF CHARGE (“TRIAL PERIOD”). FOLLOWING THE TRIAL PERIOD NETGEAR MAY DEACTIVATE YOUR ACCOUNT UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SERVICES. IF DURING OR FOLLOWING THE TRIAL PERIOD YOU DECIDE TO PURCHASE A SUBSCRIPTION THEN PLEASE CONTACT A NETGEAR VALUE ADDED RESELLER OR A NETGEAR REPRESENTATIVE TO DO SO. FOR THE AVOIDANCE OF DOUBT, IF YOU PURCHASE A SUBSCRIPTION THROUGH A NETGEAR VALUE ADDED RESELLER, THIS AGREEMENT SHALL COME INTO FULL FORCE AND EFFECT.

ONCE THE SERVICES HAVE BEGUN AND YOU ARE NO LONGER IN THE TRIAL PERIOD, THE ONLY CIRCUMSTANCES IN WHICH A PRORATED REFUND OF YOUR SUBSCRIPTION FEES WILL BE PROVIDED IS AS DESCRIBED UNDER SECTIONS 2D, 2E, AND 2F BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND ANY TERMS OF USE WITHIN THE SOFTWARE FOR BUSINESS CENTRAL, THE TERMS OF THIS AGREEMENT SHALL PREVAIL AND CONTROL.

NETGEAR may modify the terms of this Agreement from time to time and shall notify the Account by email and post the most up to date version of this Agreement at <http://www.netgear.com/business/products/wireless/wireless-management/business-central.aspx>. Subscribers continued use of any part of the Services following modification to the Services or this Agreement constitutes Subscriber's consent to be bound by the modified Agreement.

1. DEFINITIONS.

"Account" means the account located upon the Infrastructure, created and maintained by Subscriber in order to access the Services.

"Device" means any servers, workstations, computers or any mobile devices upon which or through which the Services are used and / or installed.

"NETGEAR" means NETGEAR, Inc., a Delaware corporation if the Service is sold to a Subscriber in North America and NETGEAR International Limited if the Service is sold to a Subscriber in Europe, Asia, or Australia, provided that all the aforementioned NETGEAR entities shall at all times only be severally liable for any obligations under this Agreement.

"NETGEAR Agents" means the affiliated entities within the NETGEAR group of companies and their employees and authorized third party suppliers and licensors.

"Infrastructure" means the technical systems and hardware of NETGEAR or its third-party suppliers, including without limitation NETGEAR wireless access points, the cloud servers, and all connected devices of NETGEAR or its third party suppliers.

"Virus or Malware" means programming or software code designed to damage, destroy or otherwise interfere with the Services, or Infrastructure, including not limited to: disabling codes or other embedded device or code (like back doors, time bombs, Trojan Horses or worms) or intended to allow for the unauthorized obstruction or prevention use of the Services or Infrastructure.

"Order" means the agreement to purchase Services as between Subscriber and NETGEAR or Subscriber and / or authorized reseller of NETGEAR.

"Services" means Business Central and/or the various NETGEAR cloud services and components thereof, including the cloud management platform services and/or components for managing and controlling NETGEAR wireless access points, the Software, any NETGEAR documentation both on and offline, as well as any modifications, derivatives, updates or upgrades as may be offered by NETGEAR from time to time.

"Software" means any downloadable client software which is provided by NETGEAR for the purpose of accessing the Services.

"Subscriber" means an individual or entity (including that entities parent or affiliated companies) to which Services are provided by NETGEAR.

"Subscription" means the non-exclusive, non-transferable right to use the Services, as ordered by Subscriber, subject to the terms of this Agreement and the full and timely payment of the Subscription Fees. To be clear, the Services are subscribed to by the Subscriber via a Subscription. A Subscriber may choose to subscribe to one or more Services under his or her Subscription as may be offered by NETGEAR from time to time.

"Subscription Fees" means the fees payable in respect of an Order.

"Subscription Period" means the initial period of the Subscription and all renewal periods of the Subscription.

2. SUBSCRIPTION AND TERMINATION. Subject to the terms and conditions of this Agreement, Subscriber may use the Services only in accordance with any written communication by NETGEAR to Subscriber, including any then-current product documentation as posted on <http://www.netgear.com/business/products/wireless/wireless-management/business-central.aspx> from time to time. This Agreement applies to the Subscriber that uses any part of the Services or that installs, otherwise uses or, permits the installation of the Services on one or more Devices and/or Infrastructure as owned, operated, rented or overseen by them to facilitate the provision of and/or utilization of the Services. Throughout the Subscription Period, unless terminated in accordance with the terms herein, NETGEAR grants Subscriber the following rights only if Subscriber complies with all of the terms of this Agreement.

The Subscription, which may be on a trial basis under the Trial Period, begins at the time the Subscriber's Subscription is activated by NETGEAR and thereafter continues in effect until the date of termination, which such termination may occur as set forth hereinafter.

- a. The Trial Period ends with no purchase of a Subscription;
- b. NETGEAR may terminate the Agreement and Subscription due to Subscriber's cancellation or breach of any of terms of this Agreement including without limitation those terms in Sections 6 and 9 of this Agreement and for non-payment of any Fees when due;

- c. NETGEAR may terminate the Agreement and Subscription upon expiration of the Subscription Period in the relevant Order or other non-renewal of the Service;
- d. Subscriber may terminate Subscription and Agreement if NETGEAR materially changes the terms and conditions of this Agreement after Subscriber's Subscription begins and Subscriber no longer agrees with them;
- e. NETGEAR may terminate the Agreement and Subscription if in its sole discretion the use or provision of the Services is illegal in the jurisdiction covering their use, or the Services requires the consent, approval, authorization, or exemption from governmental authority and such consent, approval, authorization, or exemption has not been obtained;
- f. Either party may terminate this Agreement and Subscription with immediate effect if the other party commits a material breach of any of the terms herein and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach under this Clause;
- g. Either party may terminate this Agreement and Subscription with immediate effect if an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver, administrator or administrative receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt.

The Subscription Fees are non-refundable unless Subscriber validly terminates the Subscription under sections 2(d) or 2(f) above or NETGEAR terminates under section 2(e) above. In such cases, a prorated refund of your Subscription Fees will be provided.

As of the expiration of a period of 14 days after effective date of cancellation or termination of the Services, Subscriber shall have no further right to access or use the Services that have been cancelled or terminated, and NETGEAR at its sole discretion shall be able to remove or destroy all Subscriber data and settings. All licenses and subscriptions granted hereunder shall be term licenses for the Subscription Period set forth in the relevant Order. NETGEAR reserves the right to withdraw at any time any free service that it offers in addition to the Service.

3. GRANT OF RIGHT OF USE. The Services are licensed and not sold. During a Subscription Period and subject to the due payment by Subscriber and receipt by NETGEAR of all due and payable Subscription Fees, NETGEAR grants Subscriber a revocable, limited, non-transferable, non-exclusive license to access the Services

pursuant to the terms of this Agreement. Subscriber may install multiple copies of the Software on different Devices and/or Infrastructure for the sole purpose of implementing or using the Services in accordance with this Agreement. This Agreement covers any updates, new releases or enhancement(s) of the Services, which NETGEAR may make available to Subscriber from time to time.

4. ACCOUNT; SECURITY. NETGEAR respects your privacy and the terms of NETGEAR's Privacy Policy can be found at <http://www.netgear.com/about/privacy-policy/>. To access and use the Services, Subscriber must create an account that is protected by a username and password ("Account") and Subscriber must keep any passwords and other Account details secret. Subscriber agrees to provide NETGEAR with accurate and complete information when registering for an Account and at all times thereafter. NETGEAR must be promptly notified if changes to such Subscriber's information occur.

Subscriber acknowledges and agrees that it is responsible for providing the following: (i) all equipment, such as a computer and modem, necessary to access the Internet; (ii) its own access to the Internet; and (iii) payment of all telephone, cable, satellite, or other fees associated with such access.

Subscriber is solely responsible for access to, content in or sharing and use of its Account. NETGEAR shall not be liable for any loss or damage arising from any access to, or sharing and use of Subscriber's Account. In the event that Subscriber reasonably believes there has been any unauthorized access to the Account, Subscriber must notify NETGEAR immediately by email to legal@netgear.combusiness-central@netgear.com.

5. SUPPORT. During a Subscription Period, NETGEAR will provide Subscriber with the support described in this paragraph ("Support"). In NETGEAR's sole determination, Support shall consist of: (i) reasonable telephone or electronic support to Subscriber in order to help Subscriber locate and correct problems with the Services and / or (ii) supplying extensions, enhancements and other changes that NETGEAR may make to the Services from time to time.

6. SUBSCRIBER'S CONDUCT; CONTENT OF DATA. Subscriber must comply at all times with any and all applicable local, state, federal international laws and treaties laws.

Subscriber represents and warrants that it has obtained sufficient consent and rights to (i) access and use Subscriber's, any third party's, and/or end user's systems or networks on which the Services are implemented and used, and (ii) access, use and store all data and files required by the Services on the Devices. Subscriber further

represent and warrants that it will not: (i) violate any third-party rights while using the Services, including any intellectual property rights, (ii) misuse or fraudulently use credit or debit cards using the Services, (iii) export or otherwise ship or transport the Services in violation of applicable laws, rules and regulations, or (iv) without authorization, misrepresent any person or entities identity or impersonate any person in an attempt to gain access to any Account, the Infrastructure or the networks, or property of any third person or (v) misuse the Services for illegal purposes, including but not limited to storing illegal files or data in its Account. NETGEAR reserves the right, with or without notice to you, to remove any data and files from its Infrastructure that NETGEAR in its sole reasonable discretion believes or suspects is: (a) Virus or Malware; (b) is illegal, libellous, abusive, threatening, harmful, vulgar, pornographic, obscene; (c) is used for the purpose of spamming, creating chain letters or for the use or dissemination of illegal material of any kind or nature; (d) is used in such a manner as to defame or harass; or (e) infringes the intellectual property rights or any other rights of any third party.

7. USE OF DATA.

You expressly agree that NETGEAR and the NETGEAR Agents may collect, process and use your data for the implementation and processing of the contractual relationship with you. You understand and agree that some of the Services are designed to automatically communicate certain network parameters and other information about the Services and their performance back to NETGEAR. NETGEAR may use such information and your data (a) to monitor, provide and improve the performance of the Services, Software, Services updates, and Support; (b) to alert You in the event that upgrades or updates are available; and (c) as necessary to comply with NETGEAR's legal obligations and to protect NETGEAR's legal rights.

8. DATA PROTECTION. Each party shall comply with its respective obligations under applicable data protection laws ("DPL"). Subscriber shall not perform any act that puts NETGEAR in breach of its obligations as per this Section, and nothing in this Agreement shall be deemed to prevent any party from taking action it reasonably deems necessary to comply with DPL. Subscriber agrees that during the course of this Agreement: (i) in respect of data Subscriber collects, accesses or otherwise uses, Subscriber alone shall determine the purposes for which and the manner in which personal data is, or will be, processed; (ii) Subscriber is the data controller in respect of all personal data Subscriber may process; and (iii) Subscriber consents and, in the event Subscriber processes any third party data, has obtained the consent from such third party, to send its personal data to NETGEAR. NETGEAR agrees that, with Subscriber's express consent, NETGEAR is the data processor in respect of the personal data it processes as provided by Subscriber. Subscriber warrants and undertakes that any instructions given by Subscriber to NETGEAR will at all times be in

accordance with the requirements of DPL. Subscriber expressly agrees that NETGEAR may transfer personal data outside the European Economic Area without Subscriber's further consent in order to provide the Services.

NETGEAR may comply with requests for information from legitimate judicial, legal or regulatory authorities or pursuant to a court order or a subpoena, discovery request or other lawful process that NETGEAR receives. NETGEAR may comply with these subpoenas or court orders with or without notice to Subscriber. The terms of NETGEAR's Privacy Policy can be found at <http://www.netgear.com/about/privacy-policy/>.

9. RESTRICTIONS. Except as otherwise expressly provided under this Agreement, Subscriber shall have no right and Subscriber shall not permit any third party to: (i) knowingly harm, disrupt or otherwise engage in activity that diminishes the NETGEAR brand, the Services, or Infrastructure; (ii) transfer, assign or sublicense the limited rights granted to Subscriber in this Agreement to any other person, or entity, or use the Services other than as authorized; any such attempted transfer, assignment, sublicense or unauthorized use shall be void; (iii) make error corrections to or otherwise modify or adapt the Services or decompile, decrypt, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Services or of any files contained or generated using the Services by any means whatsoever or otherwise reduce the Services to human-readable form, except to the minimum extent expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the Services to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of NETGEAR; or (v) attempt to alter, circumvent or provide the method or means to circumvent any disabling mechanism in the Services; or (vi) use the Services in any manner not expressly authorized herein; or (vii) alter, remove or fail to reproduce any proprietary notices from the Services.

10. SERVICE UPDATES. Some Services may require, for optimum use, and NETGEAR may provide to Subscriber, in a number of formats (feeds, definition files etc.), content and firmware upgrades that is automatically synchronized or updated from time to time with NETGEAR's servers or systems ("Content"). Such Content may be provided for a limited time, from time to time, in accordance with an applicable Service. Subscriber consents that the respective Service may automatically contact NETGEAR to receive Content without limitation if any of the following events occur: (i) the Service or is successfully installed by Subscriber; (ii) Subscriber fails to install the Service successfully; (iii) the Service has been successfully configured; (iv) the Service is uninstalled; and (v) the Service is updated. Subscriber acknowledges and consents that

any data collected may be sent to NETGEAR or any NETGEAR Agent for processing. To be clear, the Services may automatically update the Software installed on any Device when a new version or a firmware upgrade of the Services is available.

11. INTELLECTUAL PROPERTY RIGHTS: Subscriber agrees that NETGEAR and its suppliers and/or licensors own all right, title and interest, including, without limitation, all intellectual property rights, in and to the Services (including all modifications). The Services are protected by world-wide copyright, trademark, patent and other intellectual property laws and treaties. Subscriber agrees that (i) rights in the Services are licensed (not sold) to Subscriber, and (ii) that Subscriber shall have no rights or title in, or to, the Services other than the right to use them in accordance with the terms of this Agreement and (iii) Open Source and / or third-party software may be incorporated into the Services. The Services may be a trade secret of and proprietary to NETGEAR, its suppliers and / or licensors, including but not limited to, the specific internal code, design and structure of individual programs and software, the display and associated interface information.

12. THIRD PARTY COMPONENTS; OPEN SOURCE. Part of the Services may incorporate third party software, including open source software (“Open Source”), which Subscriber may use under the terms and conditions of the specific license under which the open source software is distributed. Subscriber agrees that Subscriber will be bound by any and all such Open Source license agreements. Title to software remains with the applicable licensor(s). Any Open Source provided with or contained in the Services is provided AS IS and without any warranty of any kind. **For clarification, this Agreement does not limit Subscriber’s rights under, or grant Subscriber rights that supersede, the license terms of any applicable Open Source license agreement.** If and to the extent Subscriber contracts independently with independent third parties, the terms of such third party contract shall apply to the relationship between Subscriber and such independent contractor and NETGEAR shall have no liability in respect thereof.

13. SERVICE EVALUATIONS AND FREWARE. As described in the “OPT-OUT TRIAL SERVICES” section above, Subscriber may be given a period to evaluate the Services at no cost. Subscriber may evaluate the Services to determine whether to license the Services. Subscriber may only evaluate the Services once. Prior to or at the end of the Trial Period, Subscriber must either license the Services or cease all use of such Services. Subscriber’s use of the Services during the Trial Period or for any Service that is offered as free shall be without warranty of any kind and is provided AS IS. NETGEAR has no duty to provide support to Subscriber during the Trial Period or any evaluation period or for any Service offered as free.

14. BETA TESTING. Beta versions of Services may be provided to Subscriber. If and to the extent such beta versions are provided to Subscriber, they are provided without warranty of any kind, AS IS, and subject to a separate Beta Test Agreement. Such provision is done only for the purpose of assisting NETGEAR with testing functionality or compatibility and on the express condition that Subscriber provides NETGEAR with truthful, accurate and complete feedback, comments, and analysis (“Contribution”). Subscriber expressly acknowledges that Subscriber participation in any beta testing is undertaken by Subscriber on a volunteer basis and that Subscriber shall have no right in the beta Services or Contribution, whether in original form (as provided to Subscriber) or in respect of any derivative work (whether or not based upon, in whole or in part, on any participation or feedback Subscriber may make). Notwithstanding the foregoing, Subscriber agrees to grant to NETGEAR a royalty-free, perpetual, transferable license to commercially use and sub-license in NETGEAR’s sole discretion, any and all Contributions.

15. DISCLAIMER OF WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW , THE SERVICES ARE PROVIDED TO SUBSCRIBER ON AN AS IS AND AS IS AVAILIBALE BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY AND THE REMEDIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMIEDIES, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WARRANTIES FOR LATENT OR HIDDEN DEFECTS.NETGEAR DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES WILL MEET SUBSCRIBER’S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, NETGEAR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES PROVIDED IN RESPECT OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. IF THIS EXCLUSION IS NOT PERMITTED BY LAW, NETGEAR LIMITS ANY EXPRESS,STATUTORY OR IMPLIED WARRANTIES AS TO DURATION TO THE EXTENT OF THIS LIMITED WARRANTY AND THE REPAIR OR REPLACEMENT REMEDY AS DETERMINED BY NETGEAR IN ITS SOLE DISCRETION.

16. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NETGEAR OR THE NETGEAR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER

INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, UNDER ANY THEORY OF LAW OR FAULT OF NETGEAR OR ANY OF THE NETGEAR AGENTS, AND EVEN IF NETGEAR OR ANY OF THE NETGEAR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NETGEAR FURTHER EXCLUDES ANY LIABILITY FOR FAILURE TO REPAIR ANY SERVICES. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM LIABILITY THAT NETGEAR SHALL INCUR HEREUNDER SHALL BE LIMITED TO THE ACTUAL PRICE PAID BY SUBSCRIBER FOR THE RESPECTIVE SERVICE FOR THE TWELVE MONTH PERIOD PRIOR TO THE DATE WHEN THE APPLICABLE CLAIM AROSE.

17. EFFECT OF TERMINATION. Upon termination of this Agreement, Subscriber must cease all use of the Services (including any components). All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, this section (Section 17), definitions (Section 1), data use and protection (Sections 7 and 8), ownership provisions (Sections 11 and 12), warranty disclaimers (Section 15), and limitations of liability (Section 16), governing law (Section 19), and miscellaneous (Section 24).

18. ENTIRE AGREEMENT. This Agreement (as may be amended by time to time) is the entire agreement between Subscriber and NETGEAR relating to the Services and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Services. **To the extent the terms of any NETGEAR Terms of Use, policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall prevail and control. In addition, the terms set out in this Agreement shall prevail and control over any and all additional or conflicting terms or provisions contained in any document of Subscriber's, whether set out in a purchase order or alternative license, and any and all such additional or conflicting terms shall be void and shall have no effect.** If this License is translated into a language other than English and there are conflicts between the translations, the English version shall prevail and control. **Notwithstanding the foregoing, however, this Agreement does not limit Subscriber's rights under, or grant Subscriber rights that supersede, the license terms of any applicable Open Source license agreement for the Services.**

19. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in California.

20. EXPORT CONTROLS. Subscriber agrees that the Services will not be used, shipped, transferred or exported into any country or to anyone: (i) which the US or UN has embargoed goods; (ii) where the national legislation of the relevant EU Member State has embargoed goods; (iii) listed in any enacted Common Position on restrictive measures imposed by the EU; (iv) on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (v) in any manner prohibited by the EU Common Foreign and Security Policy, the United States Export Administration Act, or any other EU or US export laws or regulations. By using the Services, Subscriber represents that Subscriber is not located in, under the control of, or a national or resident of any such country or on any such list and Subscriber takes full and sole responsibility for such use.

21. TAXES. Any sales, use, value added or other taxes (including applicable withholding taxes) imposed by the laws of Subscriber's jurisdiction shall be borne by the Subscriber. If the Subscriber is required by the applicable laws of its jurisdiction to withhold or deduct any taxes (including, but not limited to, VAT and withholding corporate income tax), fees or other charges from the sums payable to NETGEAR under this Agreement, the price of this Agreement shall be automatically increased so as to ensure that NETGEAR receives such amount that it would receive if no such taxes, fees or other charges were applicable."

22. U.S. GOVERNMENT END USER PURCHASERS. The software for business central and associated documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein..

23. EQUITABLE RELIEF. The parties agree that irreparable damage may occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties may be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof (without any requirement to post bond or guarantee), in addition to any other remedy to which they are entitled at law or in equity.

24. MISCELLANEOUS. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver. This Agreement: (i) may not be amended by Subscriber, but NETGEAR may amend this Agreement from time to time and shall post any amended Agreement on its website at <http://www.netgear.com/business/products/wireless/wireless-management/business-central.aspx> and (ii) is for the sole benefit of NETGEAR and Subscriber and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. If any provision of this Agreement shall be held to be illegal, void or unenforceable by any court of competent jurisdiction or arbitral tribunal, such provision shall be of no force and effect and shall not impair the enforceability of any other provision of this Agreement and the parties agree that the relevant provision shall be deemed replaced by such provision which is binding and enforceable and which differs as little as possible from the non-binding and/or non-enforceable provision, taking into effect the object and purpose of this Agreement. The remedies of the parties under this Agreement are cumulative and will not exclude any other remedies to which the respective party may be lawfully entitled. All notices must be in writing and shall be mailed by registered or certified mail (effective on the third day following the date of mailing) to NETGEAR Legal Department, 350 East Plumeria Drive, San Jose, California 95134, c/o: Legal Department. Subscriber may not assign, pledge or otherwise transfer this agreement, nor any rights or obligations hereunder in whole or in part to any entity. Paragraph headings are for convenience and shall have no effect on interpretation.