



Luxul Beta Program

Beta Test NDA (Confidentiality Agreement)

BY ACCEPTING THIS AGREEMENT OR THE PRODUCTS FROM LUXUL WIRELESS, INC. ("LUXUL"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT ACCEPT THIS AGREEMENT OR ACCESS AND/OR INSTALL THE PRODUCTS.

WHEREAS,

- A. Luxul has proprietary information and know-how relating to certain product innovations intended for evaluation prior to product launch ("Innovation(s)").
- B. In connection with Your evaluating the Innovation(s) for possible product and marketing launch ("Purpose"), You may have access to certain confidential information (the "Confidential Information") regarding the Innovation(s) of Luxul.
- C. This Agreement shall terminate at the end of the test period or when Luxul determines the end, whichever occurs first.

NOW, THEREFORE, In consideration of and as a condition of Luxul providing the Confidential Information to You, in addition to other valuable consideration, the sufficiency of which is hereby acknowledged, You agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means all written and oral information and materials Luxul disclosed or provided to You in contemplation or fulfillment of the Purpose regardless of whether it was provided before or after the date of this Agreement or how it was provided to You. Confidential Information means all data and information relating to the Innovation(s) as well as data and information relating to Luxul, including but not limited to, the following:
 - i. 'Intellectual Property' which includes information relating to Luxul's proprietary rights to any public disclosure to such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products, and services and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - ii. 'Product Information' which includes all specifications for products of Luxul as well as work product resulting from or related to work or projects of Luxul, of any type or form in any state of actual or anticipated research and development; and
 - iii. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of Luxul, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications processes, procedures, equipment, devices, programs, and designs.

- iv. Confidential Information will also include any information that has been disclosed by a third party to Luxul and is protected by a non-disclosure agreement entered into between the third party and Luxul.

The manners in which Luxul may disclose Confidential Information include, but are not limited to: A) in writing; B) by delivery of items; C) by initiation of access to such information, for example via provision of access to a computer, computer systems or a database; or D) by oral communication or visual presentation. Confidential Information also includes (i) the fact of communication thereof; (ii) analyses or notes containing Confidential Information; and (iii) the terms of this Agreement, as well as the existence, success, or failure of any resulting business relationship.

2. Use of Confidential Information. You may use Luxul's Confidential Information only in connection with the Purpose. Your obligations to ensure and protect the confidentiality of the Confidential Information imposed on You in this Agreement will last indefinitely.
3. Restriction on Disclosure. The Confidential Information will remain the exclusive property of Luxul and will only be used by You for the Purpose. You will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to Luxul or any of its affiliates or subsidiaries.
4. Restriction on Copying. You may not make any copies of Luxul's Confidential Information, nor shall You reverse engineer, reverse compile or otherwise seek to acquire proprietary information or intellectual property of Luxul via disclosed Confidential Information.
5. Your Feedback. You acknowledge that Luxul's early product Confidential Information is not available to the public; that You must keep such early product Confidential Information confidential and not disclose it to any third parties or Luxul's competitors; and You also agree that all right, title and interest in any ideas, insights, critiques, recommendations, likes, dislikes that You share with Luxul ("Feedback") belongs to Luxul and any of its affiliates or subsidiaries, and Luxul may use such Feedback as deemed appropriate, including for product or service improvements.
6. Standard of Care. You shall protect Luxul's Confidential Information and prevent the unauthorized use, dissemination, or publication of the Confidential Information by using, at a minimum, a reasonable standard of care
7. Survival Clause. The restrictions and obligations contained in Paragraphs 1, 2, 3, 5, 6, 8, 9, and 15 of this Agreement shall survive the expiration, termination or cancellation of this Agreement and shall continue to bind Evaluator, its successors, heirs and assigns.
8. No Publicity. You may not refer to Luxul or Luxul's affiliated entities in any publication, press release, or other external communication without prior express written permission.
9. Notice of Unauthorized Use or Disclosure / Harm Caused Thereby is Irreparable. Immediately upon becoming aware of an unauthorized use or disclosure of Luxul's Confidential Information, You must notify Luxul of the unauthorized use or disclosure. You must Luxul in remedying any such unauthorized use or disclosure. You acknowledge that money damages may not be a sufficient remedy for Luxul for Your breach of this Agreement. Accordingly, You agree that Luxul is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining You, and any of Your agents, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information. You are liable for all costs, expenses and expenditures including and without limitation, the complete legal costs incurred by Luxul in enforcing this Agreement as a result of Your default of this Agreement.
10. Court Orders. You may disclose Confidential Information if ordered to do so by a court or other competent governmental authority; provided that You must provide Luxul with immediate notice of the order and Your intent to disclose the Confidential Information to comply therewith to permit Luxul to seek an appropriate protective order if it chooses to do so.

11. Amendments. This Agreement may not be modified, amended, superseded or waived except in a writing that is signed by Luxul and that specifically references this Agreement by name and date, and any attempt to take such action that does not comply with this section is void.
12. Assignment / Others Bound. This Agreement is personal to Luxul. Any attempt to make an assignment is void. This Agreement shall be binding upon Your respective successors, legal representatives and permitted assigns.
13. Choice of Law and Venue. This Agreement is made under, and shall be construed according to the laws of the state of New York, without regard to conflict of law principles. The parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the state and federal courts of such location and waive any protest to such forum as inconvenient for the resolution of any dispute arising hereunder.
14. No Waiver; Severability. No failure or delay by Luxul in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any failure or delay preclude Luxul from exercising any other right, power, or privilege hereunder. If any provision of this Agreement, or the application of such provision, is invalid or unenforceable under any applicable statute or rule of law, the remaining provisions of this Agreement shall remain in full force and effect.
15. Entire Agreement. This Agreement sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements, discussions, or understandings between the parties with respect to the subject matter hereof. You acknowledge that it is entering into this Agreement without relying on any promise by another party that is not expressly set forth in this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

Copyright and Trademark Notices

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