



End User Beta Testing Agreement

This End User Beta Testing Agreement ("Agreement") is between Control4 Corporation, and the Participant identified below ("Participant"). Control4 and Participant may be referred to herein individually as a "Party" and collectively as the "Parties." This Agreement incorporates herein by this reference the Terms and Conditions set forth below and Exhibit A, which is appended hereto. IN WITNESS WHEREOF, Control4 and Participant have caused this Agreement to be executed as of the effective date set forth below. BY SIGNING BELOW, You ("Participant") acknowledge that you have read and understood the terms of the Agreement and agree to be bound by the terms of the Agreement.

Participant:	Primary Contact:
Address:	Phone:
	Email:
	Fax:
Company:	Web Site:

Participant:	Control4 Corporation:
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Effective Date: _____	Date: _____

Please note: The Beta Test Material and Control4 IP covered by this agreement is in beta test form and is not covered by warranty of any kind. By signing above, Participant agrees that use of such beta Beta Test Material and Control4 IP is at Participant's own risk.

Terms and Conditions

1 - General. Control4 is in various stages of prerelease development and testing of certain hardware and software as described in Exhibit A appended hereto. All components, accessories, documentation and/or technology provided by Control4 relating thereto, including but not limited to all specifications and other technical information, and all updates or revisions thereto, shall be referred to herein as the "Beta Test Material." Participant desires to participate in Control4's Beta Testing Program (as defined below), and Control4 desires to obtain the Participant's services in such Beta Testing Program, on the terms and conditions set forth herein. The beta testing period will commence at such time and continue for such duration as determined by Control4 in its sole discretion.

2 - Control4 Obligations.

- 2.1. Control4 will deliver the Beta Test Material to Participant at Control4's expense.
- 2.2. Control4 will provide only the support services for the Beta Test Material described in Exhibit A, if any, and no other support or services.
- 2.3. Control4 has no obligation to develop or provide any updates or revisions to the Beta Test Material, and Control4 reserves the right to alter or adjust performance specifications for the Beta Test Material as it deems necessary or desirable.
- 2.4. Control4 will be responsible to provide only the instructions, safety information, warnings or cautions concerning the Beta Test Material described or included in Exhibit A and no other.

3 - Participant's Obligations.

- 3.1. Participant agrees to test and evaluate the Beta Test Material in accordance with Control4's beta testing program as set forth in Exhibit A ("Beta Testing Program"), as it may be amended by

Control4 from time to time upon written or electronic notice to Participant. Participant agrees to familiarize itself with the Beta Test Material information provided by Control4 and to only use or test the Beta Test Material as directed. Participant will notify Control4 of any and all functional flaws, errors, anomalies and problems directly or indirectly associated with the Beta Test Material known to or discovered by Participant. In addition, Participant agrees to provide Control4 with the reports required by the Beta Testing Program, and to promptly respond to any and all reasonable inquiries, questionnaires, surveys and other test documents submitted to Participant by Control4.

- 3.2. If Participant is a company or other entity, Participant shall designate to Control4, in writing or online, an employee or representative who will serve as Participant's single technical contact for the Beta Test Material, and who will be responsible for maintaining communication with Control4's beta team on a regular basis. In addition, Participant's beta test location, where Participant will test the Beta Test Material, will be given to Control4 in writing or online. If Participant changes either its technical contact person or beta test location, it will promptly notify Control4 in writing or online of such change.
- 3.3. Upon Control4's request for the return of the Beta Test Material, Participant agrees to return the Beta Test Material in good condition (taking into account reasonable wear and tear) to Control4 within seven (7) days of Participant's receipt of Control4's request to do so. If Participant fails to return the Beta Test Material within this seven-(7) day period, Participant agrees to purchase the Beta Test Material from Control4 at the retail price for such Beta Test Material, along with all shipping costs and any applicable processing fees, as set forth in an invoice from Control4. If the Beta Test Material is lost, damaged or destroyed during the term of this Agreement while in Participant's possession, Participant shall be responsible for the costs of repair or replacement of such Beta Test Material at its sole expense.

- 3.4. Any feedback, ideas, modifications, suggestions, improvements and the like made by Participant with respect to the Beta Test Material ("Supportive Information") will be the sole property of Control4. Participant agrees to assign, and hereby assigns, all worldwide right, title and interest in the Supportive Information and the related intellectual property rights to Control4 and agrees to assist Control4, at Control4's expense, in perfecting and enforcing such rights. Control4 may disclose or use Supportive Information for any purposes whatsoever without any obligation to Participant, and Control4 shall have no confidentiality obligations with respect thereto. Participant agrees that Control4 may copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate and otherwise use the Supportive Information, for any and all commercial and non-commercial purposes.
- 3.5. Participant agrees to pay all incidental costs (such as, costs for Internet and phone services, accessories, cabling, etc.) associated with the testing of the Beta Test Material and incurred during Participant's possession of the Beta Test Material, unless otherwise agreed to in writing by both parties and described in Exhibit A.

4 - Confidentiality.

- 4.1. Participant acknowledges that as a beta tester, Participant may have access to, and Control4 may disclose to Participant, certain valuable information belonging to and relating to Control4 which Control4 considers confidential, including, but not limited to, information concerning the Beta Test Material, the Beta Test Material's trademark(s) and trade name(s), computer programs, user manuals, sales and marketing plans, business plans, processes, customer lists and other trade secrets ("Confidential Information"). Participant shall use the Confidential Information solely for testing purposes and, for a period of three (3) years from Participant's receipt of the Confidential Information, shall not disclose, without Control4's written consent, such Confidential Information to third parties or use such Confidential Information for its own benefit or for the benefit of third parties.
- 4.2. If Participant is a company or other entity, Participant shall disclose Confidential Information only to those of its employees who need to know such information for the purpose of the agreed-upon beta testing, and shall ensure that its employees observe the confidentiality obligations in this Section 4. Participant acknowledges that the Beta Test Material contains Confidential Information developed or acquired by Control4 and that all rights therein and in other Control4 Confidential Information remain in Control4. Participant will not disclose that it is evaluating or testing or has evaluated or tested the Beta Test Material to any third party without Control4's prior written consent. In addition, Participant agrees to treat any communications and reports prepared under this Agreement, including, but not limited to, those prepared in accordance with the Beta Testing Program, as Confidential Information and will not divulge the existence or content of such communications or reports to any third party without Control4's prior written consent.
- 4.3. This Agreement shall impose no obligation of confidentiality upon Participant with respect to any portion of the confidential information which: (i) now or hereafter, through no act or failure to act on Participant's part, becomes generally known or available; (ii) is known to Participant at the time Participant receives same from Control4 as evidenced by written records; (iii) is hereafter furnished to Participant by a third party as a matter of right and without restriction on disclosure; or (iv) is furnished to others by Control4 without restriction on disclosure.

5 - Proprietary Rights; No Right to Modify or Disassemble.

- 5.1. The Beta Test Material provided by Control4 and all copies thereof, are the sole property of Control4. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Beta Test Material are and will remain in Control4 and Participant shall have no such intellectual property rights in the Beta Test Material.
- 5.2. Participant may not copy or reproduce the Beta Test Material without Control4's prior written consent, except as reasonably needed to

perform its obligations hereunder and subject to the following restrictions. Participant may not copy or reproduce any software or documentation provided by Control4, without Control4's prior consent, except as is reasonably needed to perform Participant's obligations under this Agreement. Each copy of software or documentation made by Participant must contain Control4's proprietary and copyright notices in the same form as on the original. Participant shall not remove or deface any portion of any legend provided on any part of the Beta Test Material.

- 5.3. Participant agrees to secure and protect the Beta Test Material and all copies thereof in a manner consistent with the maintenance of Control4's rights therein and to take appropriate actions by instruction or agreement with any of its employees or agents permitted access thereto to satisfy its obligations hereunder.
- 5.4. Participant shall not reverse engineer, alter, modify, disassemble or decompile the Beta Test Material, or any part thereof, without Control4's prior written consent.

6 - Term and Termination.

- 6.1. The term of this Agreement shall begin on the Effective Date and shall continue until terminated as set forth below. Upon termination of this Agreement for any reason, the three-year obligation to protect Confidential Information, as set forth in Section 4.1, shall survive such termination.
- 6.2. This Agreement shall automatically terminate upon the general release to the public of the final product derived from the Beta Test Material by Control4, or sooner upon ten (10) days written notice by either Party. The Parties acknowledge that Control4 is under no obligation to release any final product or Beta Test Material to the public.
- 6.3. Upon termination of this Agreement, Participant agrees to (a) return the Beta Test Material and all copies thereof to Control4 within seven days after such termination, or (b) if requested by Control4 to do so, certify to Control4 in writing that the Beta Test Material and all copies thereof have been destroyed, or (c) purchase the Beta Test Material as set forth in Section 3.3. The provisions of, and the obligations of the parties under, Sections 3.3, 3.4, 4, 5, 8, and 9, and any other provisions that would normally survive, shall survive the termination of this Agreement.

7 - Acknowledgment of Embedded Third Party Components. The Beta Test Material may contain technology and data that is licensed by Control4 from third parties, and use of such third party technology and data is sublicensed to Participant hereunder in connection with Participant's use of the Beta Test Material for their intended purpose.

8 - No Warranty. Control4 is endeavoring to ensure that Beta Test Material are compliant with all relevant safety and performance standards, including UL compliance. However, the Beta Test Material may contain errors, bugs and other problems which could cause failure of the Beta Test Material or other hardware or software used in connection therewith, and the testing and quality assurance of the Beta Test Material may not yet be completed. Because the Beta Test Material is subject to change, Control4 reserves the right to alter the Beta Test Material at any time, and any reliance on the Beta Test Material is at Participant's own risk. **MOREOVER, BECAUSE THE BETA TEST MATERIAL IS IN PRERELEASE STAGE, CONTROL4 CANNOT PROVIDE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE BETA TEST MATERIAL AND ANY OF THE COMPONENTS THEREOF, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.** The foregoing is all provided "AS IS" and Participant agrees to assume all liability associated therewith, and will hold harmless Control4, its employees, officers, directors, agents, representatives, and any of Control4's dealers or installers involved in the sale to Participant or use of the Beta Test Material, from and against any and all damages relating to the purchase, installation and use of (or inability to use) the Beta Test Material.

9 - Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL CONTROL4 BE LIABLE FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, OR ANY INCIDENTAL,

SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR LOST SAVINGS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO PARTICIPANT'S USE OR PURCHASE OF THE BETA TEST MATERIAL, OR THE INSTALLATION, USE OR INABILITY TO USE THE BETA TEST MATERIAL, EVEN IF CONTROL4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. CONTROL4 SHALL HAVE NO RESPONSIBILITY TO PROVIDE OR MAINTAIN INSURANCE RESPECTING THE BETA TEST MATERIAL PURCHASED BY PARTICIPANT.

10 - Export Law Assurances. Participant shall not use or otherwise export or re-export the Beta Test Material or any part or component thereof except as authorized by United States law and the laws of the jurisdiction in which you obtained the Beta Test Material.

11 - Waiver. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.

12 - Assignment; Severability. Participant agrees not to assign any rights under this Agreement; any attempted assignment shall be null and void and shall result in the termination of this Agreement. If any part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.

13 - Governing Law. This Agreement shall be governed by the laws of the State of Utah, U.S.A., excluding its conflicts of law rules. The parties agree that any federal or state court located in Salt Lake County, State of Utah shall have jurisdiction and venue over all controversies in connection herewith.

14 - Entire Agreement. This Agreement and the Exhibits hereto, including any additional terms and conditions listed in the Beta Testing Program, represent the entire agreement between the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by the written or online acceptance of both parties.

15 - No Application of Convention. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Exhibit A

Product Overview

Control4 is in the process of finalizing the development system software, configuration software, end-user software, and utilities for the Control4 home automation system. Beta software or hardware is released with the specific intention of allowing qualified Beta program participants to test upcoming releases in their own environment. While the Beta program provides a sneak peak at the direction the product is taking, pre-released software or hardware should not be treated as evaluation software or hardware. The very nature of the Beta designation implies that the software or hardware is incomplete and not quite ready for full release.

Purpose of Beta Test

Control4's purpose in implementing the Beta Testing Program is to help us identify bugs, enhance the quality and functionality of our products, and fine-tune our products and components to meet yours and your customer's needs. The goal of Control4 Beta programs is to test software and/or hardware changes and innovations in a 'real world' environment which cannot be simulated anywhere else, and to help us make our products the best that they can be.

Beta testing is divided into various projects. Most of the projects are available to every registered participant; however, some are only intended for a smaller group of Beta testers which we individually select according to the participants' previous cooperation in our Beta programs.

Beta Test feedback

We expect each participant in the Beta Testing Program to provide feedback to Control4 throughout the testing period. A private section on the Control4 forum (<http://forums.control4.com/>) is utilized for general beta feedback. Error reports and enhancement requests may also be submitted via electronic mail to beta@control4.com. Feedback is expected to include: defects encountered, suggestions on how to improve interface, suggestions on how to improve functionality, and other feedback.

Occasionally, Control4 will host WebEx training sessions for Beta Testing Program participants. Your participation in this training is requested, but optional. We will endeavor to schedule with at least 3 days advance notice.

Software Updates

We may, depending on the circumstances and at our discretion, update the software during the beta testing period. When this happens, we will request that all participating sites install the update and provide your continued regular feedback on the most current version.

Technical Support

Pre-release products are not fully supported by Control4 Technical Support. However, we have made arrangements for limited support to be provided to beta test participants. If you encounter an issue with the product that requires assistance from Control4, please report that issue via e-mail to beta@control4.com. We will contact you to work through that issue at a time that is mutually agreeable.

About Control4 Corporation

Control4, a leading provider of the operating system for the smart home, delivers intelligent control of consumer electronics products, appliances and networking systems through an easy-to-use and intuitive software interface. Founded in 2003, the company delivers affordable automation and control of lighting, music, video, HVAC, security, and energy management systems to a broad market through more than 1,600 custom integrators, retail outlets, and distributors in over 40 countries. Control4 is the platform of choice for major consumers.