

## USE AGREEMENT

This Use Agreement (this “Agreement”) is made by and between Texas Instruments Incorporated, a Delaware corporation having its principal offices located at 12500 TI Boulevard, Dallas, Texas 75243 (“TI”) and you on behalf of your company (“Recipient”).

WHEREAS, TI is engaged in the design, development, and sale of semiconductors products;

WHEREAS, Recipient has contacted TI and requested to use TI Services, and access to TI Materials, to facilitate equipment authorizations for Recipient’s own products free of charge.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

### 1. Definitions

- 1.1 “TI Materials” means website content, data, information, documentation available on TI websites or that Recipient accesses online or receives from TI (in electronic or written form), including test reports, gerber files, schematics, and documentation relating to or associated with grants of equipment authorization from a governmental or regulatory body pursuant to a homologation process (e.g., relating to change in ID, multiple listing, permissive changes, or similar homologation processes), as well as any updates made available or provided to Recipient.
- 1.2 “TI Services” means websites owned and operated by TI, including [www.ti.com](http://www.ti.com), and a webform that Recipient may use through an account on [www.ti.com](http://www.ti.com) (e.g., a [myTI account](#)).

### 2. Use of TI Services and TI Materials

- 2.1 Recipient may elect to provide information to TI relating to Recipient’s products using TI Services for the purpose of using, downloading, or requesting TI Materials. After reviewing such information, TI may, in its sole discretion, elect to provide Recipient with certain TI Materials relating to certain grants of equipment authorization. TI is not obligated to provide any TI Materials to Recipient or to assist Recipient with any testing, qualification, or filings.
- 2.2 If TI provides Recipient with TI Materials, Recipient agrees that it will use the TI Materials only within the scope of the grants of authorization set forth TI Materials, if any, and if indicated, and within the period of time indicated. No TI Materials, nor any part of any TI Materials, may be used, copied, modified, distributed, or otherwise exploited for any purpose without express prior written consent of TI. All permissions granted to Recipient hereunder are conditioned upon the TI Materials being used only as expressly set forth in this Agreement or as indicated by TI.
- 2.3 Recipient will not take any actions that could affect equipment parameters in ways that would make the modified equipment ineligible for approval under applicable rules.
- 2.4 Recipient will comply with applicable laws, regulations, and rules, including those applicable to equipment authorization. If required by a government or regulatory body in a particular jurisdiction, Recipient will provide in writing the identity of Recipient’s representative located in such jurisdiction to such governmental or regulatory body, which representative may be responsible for inquiries and for providing audit samples at no charge, and at Recipient’s sole expense.

- 2.5 Recipient will not use, and will not allow any third party to use, TI Services or TI Materials in a manner that violates any applicable law or regulation, to impersonate any person or entity, or otherwise misrepresent Recipient's affiliation with any person or entity. Recipient agrees not make representations or other commitments on behalf of TI or with respect to TI products.
- 2.6 Recipient covenants that it will maintain the highest ethical standards in using TI Materials and not engage in any activity that might result in a violation of any applicable anti-bribery laws; such activity may include, but not be limited to, offering or paying any public or commercial bribe or other benefit (direct or indirect) to any corporate entity, individual, government official or employee, candidate for public office, political party or other political organization.
- 2.7 Nothing contained in this Agreement will be construed as conferring by implication, estoppel, or otherwise upon Recipient any license or other right to the TI's intellectual property. No license or permission is granted to any TI patents, trade secrets, copyrights, or trademarks. All intellectual property rights, including but not limited to copyrights and trademarks, to the TI Materials will be owned and retained solely by TI.
- 2.8 TI may access, refuse service, place restrictions on, remove or edit content in, or terminate an account if TI suspects any information provided by Recipient is untrue, inaccurate, incomplete, not current, misleading, or fraudulent.
- 2.9 Recipient shall be solely responsible for its due diligence, testing, qualification, regulatory filings, and the consequences of using TI Services and/or TI Materials. TI make elect to make (or authorize third parties to make) changes to its filings with government and regulatory bodies and is under no obligation to notify Recipient of such changes.

### 3. Confidentiality.

- 3.1 Duty of Confidentiality. Recipient acknowledges and agrees that the TI Materials, whether in written or electronic form, (collectively, "Confidential Information") contain trade secrets and other confidential information of TI and its licensors. Recipient shall have a duty to protect Confidential Information disclosed by TI, whether or not it is marked as "Proprietary," "Confidential," or with another comparable legend at the time of disclosure. Recipient agrees to use the Confidential Information solely within the scope of the terms set forth herein, to maintain the Confidential Information in strict confidence, to use at least the same procedures and degree of care that Recipient uses to prevent disclosure of its own confidential information of like importance but in no instance less than reasonable care, and to prevent any dissemination to unauthorized third parties or other use not permitted herein. Only employees, contractors (such as test laboratories), consultants, or agents of Recipient are authorized to receive the Confidential Information, and only to the extent that the aforementioned employees, contractors, consultants, agents (a) have a strict need to know and (b) are bound by a confidentiality agreement with Recipient that is no less restrictive than this Agreement; provided, however, that Recipient may not provide the Confidential Information to any business organization or group within Recipient's company or to customers or contractors that design or manufacture semiconductors, unless TI gives its prior written consent. Recipient agrees to obtain executed confidentiality agreements with such employees, contractors, consultants, agents having access to the Confidential Information and to diligently take steps to enforce such agreements in this respect. Recipient shall be responsible for any disclosure or use contrary to the terms of this Agreement made by any such employees, contractors, consultants, agents, or third-party provider as if Recipient itself had engaged in such unauthorized disclosure or use. Without the express written consent of TI, Recipient shall not use TI's Confidential Information (a) to file or prosecute patent application(s) or (b) to claim copyright(s). Recipient shall not make, or otherwise facilitate in the

assessment of, any patent-infringement allegation against TI or TI's suppliers or customers based upon TI's Confidential Information.

- 3.2 Confidentiality Period. Recipient's duty to protect Confidential Information expires five (5) years from the date of termination of this Agreement. Upon termination of this Agreement, Recipient agrees (and will cause its employees, contractors, consultants, agents who had access to the Confidential Information) to either return or destroy Confidential Information, and to certify to TI in writing of such return or destruction.
- 3.3 Exceptions; Required Disclosure. This Agreement imposes no obligation upon Recipient with respect to Confidential Information received hereunder that (a) was already known to the Recipient without a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is independently developed by the Recipient without use of TI's Confidential Information. Except as expressly permitted hereunder, if Recipient is required to disclose Confidential Information to a government body or court of law, Recipient agrees, to the extent legally permissible, to give TI sufficient advance notice to enable TI to contest the disclosure or obtain a protective order.
- 3.4 Special Confidentiality Restrictions for Third Party Access for Homologation Purposes. Provided TI gives its written consent to Recipient in a written instrument (which may be via email) from a TI authorized individual, for a period of no more than six (6) months from the date of the written instrument provided by TI, Recipient may disclose the Confidential Information to a government regulatory body or authorized test house (the "Receiving Third Party") (and only Receiving Third Party) on behalf of TI or Recipient, solely for product homologation purposes, provided that:
  - 3.4.1 Recipient follows TI's instructions with respect to the handling of TI's Confidential Information;
  - 3.4.2 Recipient provides TI with at least sixty (60) days' prior written notice of any intent to disclosure to the Receiving Third Party, which disclosure is subject to TI's prior written approval (which may be provided via email);
  - 3.4.3 Recipient may only disclose the Confidential Information to Receiving Third Party if it is required for the purpose of Recipient obtaining equipment authorizations under a governmental homologation process for Recipient's own products in jurisdictions in which TI has not obtained equipment authorizations for the applicable TI products;
  - 3.4.4 Recipient requests that the Receiving Third Party refrain from disclosing the Confidential Information to any third party, including by initiating and availing itself of any confidentiality processes maintained by Receiving Third Party for the protection of TI's Confidential Information from disclosure;
  - 3.4.5 Recipient identifies to the Receiving Third Party that TI is the owner of the Confidential Information,
  - 3.4.6 Recipient identifies to the Receiving Third Party that the Confidential Information is TI's trade secret, property, and confidential information,
  - 3.4.7 Recipient does not to remove or change any applicable confidentiality or similar markings on any of the Confidential Information Recipient receives from TI, or that Recipient discloses to Receiving Third Party, and
  - 3.4.8 Recipient takes all necessary steps to ensure that Receiving Third Party maintains and controls TI's Confidential Information as TI trade secret and confidential, and not release such information to any third party without TI's prior written consent.

4. **Termination.** The term of this Agreement shall begin on the first date on which Recipient accepts this Agreement online and accesses TI Services and/or TI Materials, and will remain in full force and effect until terminated. Recipient may terminate this Agreement at any time by written notice to TI if Recipient has not used any TI Materials for the purpose of making regulatory filings. TI reserves the right, in its sole discretion, to terminate or modify this Agreement, Recipient's access to TI Services, TI Materials, and/or Recipient's account, without notice, at any time and for any reason. Without prejudice to any other rights, TI may immediately terminate Recipient's right to use the TI Materials or derivatives thereof if Recipient fails to comply with the terms of this Agreement. Upon termination, Recipient will immediately stop accessing, using, distributing, and otherwise providing the TI Materials, will destroy any and all copies of TI Materials, and TI Materials in its possession or under its control, and send TI written certification of the same within five days. Sections 4, 5, and 6 will survive any termination of this Agreement.
5. **Release and Reimbursement; Liability Limitation.**
  - 5.1 Recipient for itself and for each of its predecessors, successors, assigns, directors, officers, employees, affiliates, representatives or agents, does hereby waive and release any and all rights, claims, and causes of action whatsoever that Recipient may have against TI for any matter, cause, or controversy whatsoever arising out of Recipient's use of TI Services and/or TI Materials, and covenants not to sue directly or indirectly, and hereby irrevocably, generally, fully and finally releases and forever discharges TI, its respective officers, directors, shareholders, agents, employees, agents, contractors, affiliates, predecessors and successors in interest from any and all claims, demands, costs, expenses, causes, damages, losses, accounts, debts, amounts due, breaches of contracts, and actions in law or equity occurring at any time of whatever nature, known or unknown, arising out of or relating to use of TI Services and/or TI Materials.
  - 5.2 Recipient will hold TI and its subsidiaries, officers, agents, and employees harmless from any claim, suit, or action arising from or related to Recipient's use of TI Services, TI Materials, violations of this Agreement, and/or regulatory actions relating to use of TI Materials, and will reimburse, indemnify, and defend TI, at its own expense, for any related liability or expense (including fines, claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees) incurred by TI.
  - 5.3 IN NO EVENT WILL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE TI MATERIALS OR TI SERVICES EXCEED FIVE HUNDRED U.S. DOLLARS (US\$500).
6. **Warranties and Representations.** Recipient hereby represents, warrants, and certifies to TI that: i) all information provided to TI is current, complete, and correct, and that Recipient will promptly update such information following any change which renders it incomplete or incorrect, ii) with respect to information Recipient submits to a regulatory authority regarding its products, Recipient will have engaged and used a reputable provider of testing services, and will not submit any information that is altered for the purpose of circumventing regulatory requirements or deception, iii) with respect to permissive changes relating to TI's equipment authorizations, the permissive change will not make the modified equipment ineligible for approval under the applicable permissive change rules, iv) neither it nor any party to its application with a regulatory body is subject to a denial of federal benefits, that include Federal Communications Commission benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. 862, v) the equipment that is the subject of its change in ID in the United States and/or multiple listing request in Canada is identical in design and construction to that approved for TI by the applicable regulator in such jurisdiction, and iv) the person agreeing to this Agreement on Recipient's behalf is duly authorized and has legal capacity to enter into this Agreement.

## 7. General

- 7.1 TI's Terms of Use (available at <http://www.ti.com/corp/docs/legal/termsofuse.shtml>) and Privacy Policy (available at <http://www.ti.com/corp/docs/legal/privacy.shtml>) are incorporated herein by reference.
- 7.2 This Agreement forms the entire agreement between the parties with respect to the subject matter hereof. All prior understandings and writings relating to the subject matter hereof are hereby superseded. Recipient shall not assign, or otherwise transfer, this Agreement or any rights or obligations hereunder without the prior express written consent of TI; any attempt to do so is void.
- 7.3 No waiver, consent, modification, amendment, or change of the terms of this Agreement shall be binding unless in writing and agreed to by both parties. TI reserves the right to make changes to TI Services, TI Materials, policies, service terms, and this Agreement at any time without prior. Recipient shall not assign, or otherwise transfer, this Agreement or any rights or obligations hereunder without the prior express written consent of TI; any attempt to do so is void.
- 7.4 TI is under no obligation of confidentiality under this Agreement, notwithstanding any other agreement to the contrary.
- 7.5 This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to its conflict-of-laws principles. Any dispute arising out of or related to this Agreement will be brought in, and Recipient hereby consents to exclusive jurisdiction and venue in, the state and federal courts sitting in Dallas County, Texas. Recipient agrees to waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that process may be served in a manner authorized by applicable law or court rule. Any construction or interpretation of this Agreement will use the English language as spoken in the United States. If this Agreement is translated into another language, the version in English shall control over such translation.
- 7.6 Notices to TI will be in writing by mail to: TEXAS INSTRUMENTS INCORPORATED, 12500 TI Blvd., Dallas, TX 75243, Attn: Embedded Processing Contracts Manager.