

**Non-Disclosure Agreement
for the Receipt of TI Functional Safety Information**

IMPORTANT – PLEASE CAREFULLY READ THIS NON-DISCLOSURE AGREEMENT FOR THE RECEIPT OF TI FUNCTIONAL SAFETY INFORMATION (THE “AGREEMENT”), WHICH IS DISPLAYED FOR YOU TO READ PRIOR TO ACCESSING OR USING TI FUNCTIONAL SAFETY INFORMATION (OR “FSI”) (DEFINED BELOW). YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT. BY CLICKING “ACCEPT”, OR BY ACCESSING OR USING FSI, YOU (1) REPRESENT THAT YOU HAVE LEGAL AUTHORITY TO BIND YOURSELF OR YOUR COMPANY, AS APPLICABLE, TO THE TERMS OF THIS AGREEMENT AND (2) AGREE ON BEHALF OF YOURSELF OR YOUR COMPANY, AS APPLICABLE, TO BE BOUND BY THE TERMS OF THIS AGREEMENT. OTHERWISE, YOU HAVE NO RIGHT TO ACCESS OR USE FSI.

IF YOU HAVE A WRITTEN NON-DISCLOSURE AGREEMENT WITH TI THAT (1) SPECIFICALLY ADDRESS YOUR USE OF FSI AND (2) IS IN EFFECT AS OF THE DATE YOU ACCEPT THIS AGREEMENT (THE “NDA”), THEN THE TERMS OF THE NDA WILL APPLY AND SUPERSEDE THE TERMS OF THIS AGREEMENT.

1. This Agreement is a legal agreement between you and Texas Instruments Incorporated and its Affiliates (collectively, “TI”). In this Agreement “you” means you personally if acting for your own benefit, but it means your company and its Affiliates (or you on behalf of your company and its Affiliates), if acting for their benefit. “Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with a party so long as such control exists; “control” means having more than 50% of the outstanding voting equity or, in case of a non-corporate entity, an equivalent interest.

2. **Scope.** “FSI” means confidential functional safety information relating to semiconductor devices manufactured by or for TI (“TI Devices”) that accompany this Agreement or that is provided in connection with this Agreement and any updates or upgrades to such documentation provided by TI. FSI may include, but is not limited to, safety manuals, safety analysis reports, safety reports and compliance support packages, failure mode effects and defaults analysis (FMEDA) and other information relating to functional safety. TI is the only party disclosing information under this Agreement. FSI does not include information that (a) was already known to you without a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of yours; (c) is rightfully received by you from a third party without a duty of confidentiality; or (d) is independently developed by you without use of FSI.

3. **Purpose and permitted use.** You may use FSI only for the purposes (the “FSI Purpose”) of (i) evaluation and use of TI Device(s) in your functional safety applications, (ii) testing and/or obtaining certification of the functional safety capabilities of your application that uses TI Device(s), and (iii) creating your own safety documentation to seek certification or approval from Auditors or for use by your Customers to assess the functional safety capabilities of your application that uses TI Device(s).

You may derive information from FSI that is reasonably required to be included in your documentation solely for the FSI Purpose; provided that you (a) shall not circumvent, decrypt or reverse engineer any security mechanism that is included in the FSI and (b) will require the derived information be treated with no less care by the receiving party than the care you require for your own functional safety certification information, but no less than a reasonable degree of care.

“Auditor” means a reputable, globally recognized third-party safety auditor/assessor (e.g., TÜV SÜD, exida, etc.). “Customer” means any of your customers that (i) design or manufacture products that incorporate TI Devices and (ii) requires FSI for such customer's own functional safety needs.

4. **Obligations and authorized disclosure.** You shall not use FSI except in connection with the FSI Purpose. Except as otherwise provided herein, you shall not disclose FSI, except to your employees, consultants, Auditors and Customers who (a) have a need to know such information for the FSI Purpose and (b) are bound by obligations with you that are no less restrictive than this Agreement. You shall protect FSI by using the same degree of care, but no less than a reasonable degree of care, as you use to protect your own similar confidential information. You shall not decompile, modify, reverse engineer, or create derivative works from FSI except as explicitly provided herein. You shall be responsible for any and all actions and obligations of your employees, consultants, Auditors and Customers as if they were your own actions and obligations.

5. **Term and termination.** This Agreement is effective on the date FSI is made available to you together with this Agreement and shall continue until terminated by either party by providing thirty (30) days’ prior written notice to the other party. You may retain the FSI only for as long as necessary for the FSI Purpose, subject to the terms of this Agreement. Once you are no longer required to retain the FSI, you will destroy the FSI and all copies thereof. Notwithstanding termination or expiration of this Agreement, your duty to protect FSI continues until you destroy the FSI pursuant to this Section.

6. Return of FSI. You shall, within thirty (30) days after receiving TI's written request, use commercially reasonable efforts to return or destroy (at your option) all FSI and copies thereof, and certify in writing compliance with the foregoing.

7. Required disclosures. If you are required to disclose FSI to a government body or court of law, you agree, to the extent legally permissible, to promptly notify TI so that TI may seek to contest the disclosure or obtain a protective order, and you shall reasonably assist TI therewith. You shall only disclose FSI to the extent legally required and use reasonable efforts to ensure that such FSI is afforded confidential treatment.

8. Ownership; no warranty. All FSI remains the property of TI. Except as expressly provided herein, nothing in this Agreement confers any license or rights to TI's FSI or intellectual property. FSI IS PROVIDED "AS IS" AND WITHOUT WARRANTY.

9. Export. You are responsible for your compliance obligations, including export compliance. FSI and other items provided to you under this Agreement ("Items") are subject to applicable export controls and sanctions. If you are authorized to provide Items to any other person or entity, you shall take appropriate steps to maintain compliance with these obligations. In some cases, government approvals may be needed; if unable to obtain required export authorizations, the parties shall confer on how best to resolve.

10. Governing law; remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without regard to any conflicts of laws principles. Non-exclusive jurisdiction for any dispute arising out of or relating to this NDA lies within the state and federal courts located in New York, New York. Notwithstanding the foregoing, TI may enforce any judgment or seek injunctive relief in any U.S. or foreign court.

11. Miscellaneous. Neither party has an obligation under this Agreement to enter a business relationship, to refrain from engaging in a relationship with any third party. Further, TI has no obligation to provide FSI to you as a result of entering into this Agreement. You may not assign or transfer this Agreement (in whole or in part) without the TI's written consent. This Agreement states the entire agreement between the parties and supersedes all previous understandings with respect to the subject matter hereof, and may only be modified by written agreement of the parties. Failure by TI to enforce any provision of this Agreement shall not be deemed a waiver. If a court of competent jurisdiction finds any provision in this Agreement to be unenforceable, such provision will be enforced to the maximum extent possible and the remainder of this Agreement will continue in full force and effect. This English version of this Agreement shall be authoritative and controlling, notwithstanding any translation. All notices to TI hereunder shall be delivered to 13588 North Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Law Department, with copy sent to tilegalnotices@list.ti.com.