

Non-Disclosure Agreement For the Receipt of TI Safety Information

IMPORTANT – PLEASE CAREFULLY READ THE FOLLOWING NON-DISCLOSURE AGREEMENT, WHICH IS LEGALLY BINDING. AFTER YOU READ IT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO ITS TERMS. DO NOT CLICK “I ACCEPT” UNLESS: (1) YOU WILL EXERCISE THE RIGHTS GRANTED UNDER THIS AGREEMENT FOR YOUR OWN BENEFIT AND PERSONALLY ACCEPT, AGREE TO AND INTEND TO BE BOUND BY THESE TERMS; OR (2) YOU ARE AUTHORIZED TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY.

Important – Read carefully: This Non-Disclosure Agreement (“Agreement”) is a legal agreement between you and Texas Instruments Incorporated (“TI”). In this Agreement “you” means you personally if you will exercise the rights granted for your own benefit, but it means your company (or you on behalf of your company) if you will exercise the rights granted for your company’s benefit. By downloading, copying or otherwise using the Safety Information you agree to abide by the provisions set forth herein. This Agreement is displayed for you to read prior to downloading the Safety Information. If you choose not to accept or be bound by these provisions, do not download or use the Safety Information.

1. Scope. The information to be disclosed under this Agreement (“Safety Information”) is described as:

Safety Manuals, Safety Analysis Reports, Safety Reports and Compliance Support Packages related to SafeTI™ products and/or other products for which such reports and packages are provided and other collateral provided with this Agreement.

TI is the only party disclosing confidential information under this Agreement.

2. Purpose. You are authorized to use the Safety Information only for the purpose of testing and/or certification of your applications that include TI’s products. Without the express written consent of TI, you shall not use Safety Information (a) to file or prosecute patent application(s) or (b) to claim copyright(s). You shall not make, or otherwise facilitate in the assessment of, any patent infringement allegation against TI or TI’s suppliers or customers based upon the Safety Information.

3. Confidentiality Period. Your duty to protect Safety Information expires ten (10) years after the TI product(s) covered by the Safety Information are no longer manufactured by or for TI.

4. Term and Termination. This Agreement is effective on the date the Safety Information is delivered to you together with this Agreement and will remain in full force and effect until terminated. Either party may terminate this Agreement upon thirty (30) days’ prior written notice to the other party. The following paragraphs shall survive the termination, cancellation or expiration of this Agreement: 3-5, 7-13, 16. At any time TI shall have the right to request the return of the Safety Information disclosed under this Agreement. You shall, within thirty (30) days after receiving TI’s written request, return the Safety Information and all copies made thereof including all documents and other materials containing the Safety Information, or at TI’s option, certify in writing that all Safety Information and documents and other materials containing any Safety Information have been destroyed.

5. Limited Disclosure. Only the following parties are authorized to receive Safety Information, and only to the extent these parties bound by a confidentiality agreement with you that is no less restrictive than this Agreement:

- a) your employees with a need to know;
- b) your contractors with a need to know;
- c) reputable, globally recognized third-party safety auditors and/or assessors with a need to know who are reviewing your products that incorporate TI products; and
- d) reputable third-party storage providers, provided that Safety Information in physical form is stored in a secure facility and Safety Information in electronic form is encrypted.

You shall be responsible for any disclosure or use contrary to the terms of this Agreement made by any such employees, contractors, safety auditors/assessors or third-party providers as if you itself had engaged in such unauthorized disclosure or use. You shall not provide Safety Information to any internal business organization or group, subsidiary, or third party that designs or manufactures semiconductors unless TI gives prior written consent.

6. Covenant not to Sue. During the term of this Agreement, you agree not to assert a claim against TI that the Safety Information infringes your intellectual property rights.

7. Restrictions. You shall protect the Safety Information 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 of like importance and to prevent any dissemination to unauthorized third parties or other use not permitted herein.

8. Exceptions. This Agreement imposes no obligation upon you with respect to Safety Information received hereunder which:

- 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.

If you are required to disclose Safety Information to a government body or court of law, you agree to give TI sufficient advance notice to enable TI the opportunity to contest the disclosure or to obtain a protective order.

9. No Warranty. THE SAFETY INFORMATION IS PROVIDED "AS IS". TI MAKES NO WARRANTIES UNDER THIS AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT. YOU AGREE TO USE YOUR INDEPENDENT JUDGMENT IN DEVELOPING YOUR PRODUCTS. NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS A WARRANTY OR REPRESENTATION BY TI TO MAINTAIN PRODUCTION OF ANY TI SEMICONDUCTOR DEVICE OR OTHER HARDWARE OR SOFTWARE WITH WHICH THE SAFETY INFORMATION MAY BE USED.

IN NO EVENT SHALL TI OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SAFETY INFORMATION REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL TI'S OR ITS SUPPLIERS' AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE SAFETY INFORMATION EXCEED FIVE HUNDRED U.S. DOLLARS (US\$500).

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

10. Ownership; Intellectual Property Rights. The Safety Information contains copyrighted material, trade secrets and other proprietary information of TI and its suppliers and is protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws. All Safety Information shall remain the property of TI. You do not acquire any intellectual property rights under this Agreement except the limited right to use set out in paragraph 2, above. You shall not remove, alter, cover, or obscure any confidentiality, trade secret, trade mark, patent, copyright or other proprietary notice or other identifying marks or designs from any component of the Safety Information and you shall reproduce and include in all copies of the Safety Information the copyright notice(s) and proprietary legend(s) of TI and its suppliers as they appear in the Safety Information. TI reserves all rights not specifically granted under this Agreement.

11. Other Opportunities. Neither party has any obligation under this Agreement to purchase any product or service from the other party, to offer for sale products using or incorporating the Safety Information, to enter a business relationship with the other party, or to refrain from engaging in a relationship with any third party. Further, TI has no obligation to provide TI Safety Information to you as the result of entering into this Agreement.

12. Notices. All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 13588 North Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Contracts Manager, with a copy to Texas Instruments Incorporated, 13588 N. Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Law Department. All notices shall be deemed served when received by TI.

13. Export Control. The Parties acknowledge and agree that the Safety Information and any other item, including software and software source code, disclosed under this Agreement may be subject to export control laws of the U.S. and other countries. You agree not to export any Safety Information or any other item received from TI, or any direct product of such Safety Information or item, to any destination or country to which the export of the Safety Information, item or direct product is prohibited. Each party agrees to obtain any necessary export license, or other required authorization or documentation, prior to their exportation of any Safety Information, item or direct product. Neither party shall sell, export, re-export, transfer, divert or otherwise dispose of any Safety Information, item or direct product to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. This provision will survive any termination, cancellation or expiration of the Agreement.

14. Assignment. Neither party may assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Any attempt to do so without prior written consent shall be ineffective.

15. Governing Language. This Agreement is written and executed in the English language. If a translation is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental law, regulation or rule, you shall be solely responsible for creating such translation. Any translation of this Agreement into a language other than English is intended solely in order to comply with such laws or for reference purposes and the English language version shall be authoritative and controlling.

16. Governing Law; Severability; Waiver. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict of laws principles. If for any reason a court of competent jurisdiction finds any provision of the Agreement to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). The parties agree that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within the courts located in the State of Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and either party may seek injunctive relief in any United States or foreign court. You acknowledge and agree that the confidentiality provisions hereof relate to special, unique and extraordinary matters, and that a violation of any of the terms of this Agreement may cause irreparable injury to TI and TI shall therefore be entitled to an interim injunction, restraining order or such other equitable relief as may be available to it under any relevant law. These remedies are cumulative and are in addition to any other rights and remedies that TI may have at law or in equity. Failure by TI to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision in this Agreement or any other agreement that may be in place between the parties.

17. Entire Agreement. This is the entire agreement between you and TI and this Agreement supersedes any prior agreement between the parties related to the subject matter of this Agreement. Notwithstanding the foregoing, any signed and effective agreement relating to the subject matter hereof and stating expressly that such agreement shall control regardless of any subsequent click-wrap, shrink-wrap or web-wrap, shall supersede the terms of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of TI. You hereby warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement.