

**Non-Disclosure Agreement
for the Receipt of Specific TI Information**

IMPORTANT - PLEASE CAREFULLY READ THIS NON-DISCLOSURE AGREEMENT FOR THE RECEIPT OF SPECIFIC TI INFORMATION (THE "AGREEMENT"), WHICH IS DISPLAYED FOR YOU TO READ PRIOR TO ACCESSING, DOWNLOADING OR USING THE CONFIDENTIAL INFORMATION (DEFINED BELOW). YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT. BY CLICKING "I ACCEPT" OR "I AGREE," OR BY ACCESSING, DOWNLOADING OR USING THE CONFIDENTIAL INFORMATION, YOU (1) REPRESENT THAT YOU HAVE THE LEGAL CAPACITY AND 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. IF YOU CHOOSE NOT TO ACCEPT OR AGREE WITH ANY OF THESE PROVISIONS, YOU HAVE NO RIGHT TO ACCESS, DOWNLOAD, OR USE THE CONFIDENTIAL INFORMATION.

This 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 accessing, downloading, copying or otherwise using the Confidential Information you agree to abide by the provisions set forth herein. This Agreement is displayed for you to read prior to downloading the Confidential Information. If you choose not to accept or be bound by these provisions, do not access, download or use the Confidential Information.

1. The information available under this Agreement ("Confidential Information") is described in the click-wrap packet. TI is the only party disclosing confidential information under this Agreement.
 2. This Agreement establishes the terms and conditions for the handling of Confidential Information. This Agreement is effective on the date the Confidential 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 by providing thirty (30) calendar days' prior written notice to the other party.
 3. The Confidential Information shall be used only for the purpose of evaluation and use of TI semiconductor devices to which the Confidential Information specifically relates. Without the express written consent of TI, you shall not use the Confidential 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 Confidential Information.
 4. Your duty to protect Confidential Information expires five (5) years from the later date of access or download of the Confidential Information.
 5. You shall protect the Confidential 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.
- Only your employees, contractors, consultants, or agents are authorized to receive Confidential Information, and only to the extent that the aforementioned employees, contractors, consultants, agents (a) have a need to know and (b) are bound by a confidentiality agreement with you that is no less restrictive than this Agreement. You shall be responsible for any disclosure or use contrary to the terms of this Agreement made by any such employees, contractors, consultants, or agents, as if you yourself had engaged in such unauthorized disclosure or use.
6. You shall not use TI's Confidential Information to design or manufacture semiconductors or provide Confidential Information to any internal business organization or group, subsidiary, or third party that designs or manufactures semiconductors unless TI gives prior written consent. You agree not to disassemble or reverse engineer any of the Confidential Information supplied under this Agreement (or have the Confidential Information disassembled or reverse engineered by a third party for the benefit of User) without the prior written permission of the TI.
 7. Confidential Information does not include information that (a) was already known to by 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 the Confidential Information.

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

9. NO WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY TI UNDER THIS AGREEMENT. ANY INFORMATION IN ANY FORM PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS".

10. All Confidential Information shall remain the property of TI. Other than the limited right to use the Confidential Information set forth in paragraph 3 of this Agreement, nothing in this Agreement confers any license to TI's intellectual property

11. Neither Party has an obligation under this Agreement to purchase any product or service from, or provide any service or support to, the other Party; to offer for sale products using or incorporating the Confidential 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 an obligation to provide Confidential Information to you as the result of this Agreement.

12. You acknowledge and agree that the Confidential Information and any other item disclosed under this Agreement may be subject to export control laws of the U.S. and other countries. You agree not to export any Confidential Information or any other item received from the TI, or any direct product of such Confidential Information or item, to any destination or country to which the export of the Confidential Information, item or direct product is prohibited. User agrees to obtain any necessary export license, or other required authorization or documentation, prior to their exportation of any Confidential Information, item or direct product. You shall not sell, export, re-export, transfer, divert or otherwise dispose of any Confidential 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.

13. Without the prior written consent of TI, you shall not assign or transfer any of your rights or obligations, or delegate any of your duties hereunder, whether directly, by change in control, by operation of law, or otherwise. Any such attempted assignment shall be void. Further, this Agreement states the entire agreement between the parties as to its subject matter and supersedes all previous communications with respect to the Confidential Information. No addition to or modification of this Agreement will be binding on either party, unless reduced to writing and signed by each party.

14. The following paragraphs shall survive the termination, cancellation or expiration of this Agreement: 4, 5, 6, 7, 8, 9, 12, 13, 14 and 15.

15. Other Clauses (if reflected below):

This Agreement shall be governed by, and construed, and interpreted and enforced in accordance with the substantive law of the State of Texas, U.S.A., without giving effect to its conflicts of laws provisions. 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.