Terms and conditions (https://www.ti.com/legal/terms-conditions.html)

- Terms of sale (https://www.ti.com/legal/terms-conditions/terms-of-sale.html)
- Terms of use (https://www.ti.com/legal/terms-conditions/terms-of-use.html)
- Privacy policy (https://www.ti.com/legal/terms-conditions/privacy-policy.html)
- Cookie policy (https://www.ti.com/legal/terms-conditions/cookie-policy.html)
- API agreement (https://www.ti.com/legal/terms-conditions/application-programming-interfaces-agreement.html)
- Copyrights (https://www.ti.com/legal/terms-conditions/copyright.html)
- Trademarks (https://www.ti.com/legal/terms-conditions/trademarks.html)
  - TI's signature and logo (https://www.ti.com/legal/terms-conditions/trademarks/signature-and-logo.html)
  - TI's trade names (https://www.ti.com/legal/terms-conditions/trademarks/trade-names.html)
  - Using TI as a trade name and as a trademark (https://www.ti.com/legal/terms-

TEXAS INSTRUMENTS INCORPORATED (“TI”) TERMS OF SALE

1. Applicability, Offer and Acceptance.

Orders for Items placed through TI.com shall be subject to additional terms set forth below in Appendix A: Supplemental Terms for TI.com Transactions.

Items are for commercial use only and not intended for personal or consumer use.

Buyer may offer to buy Items and, in the case of Evaluation Items, may offer to buy and/or take delivery, under these terms by submitting an order to TI. TI may accept or reject any order at TI’s sole discretion.

Where Buyer submits its order through TI.com, TI’s order confirmation is for informational purposes only and does not constitute TI’s acceptance of Buyer’s order or confirmation of an offer to sell and/or deliver an Item. Acceptance takes place only when TI either (i) sends a confirmation that the Item has shipped or (ii) sends an express confirmation of acceptance. Such acceptance only relates to those Items whose shipment have been confirmed or that TI has identified in an express confirmation of acceptance.

The terms in this contract are the sole terms governing TI’s sale or provision of Items to Buyer. TI’s acceptance of Buyer’s offer is expressly limited to these terms. TI hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer’s purchase order, unless TI expressly agrees to such terms in writing. Capitalized words will have the meaning described in the Glossary of Defined Terms located at the end of this contract.

TI may, at any time prior to accepting Buyer’s offer, decline, reject, cancel, or limit Buyer’s order for any reason, including, without limitation: if an Item is not available; if TI determines an Item has an issue requiring repair; in the event of errors in item or pricing information; or if TI (or its authorized business partners) identify issues relating to credit and fraud avoidance. Should this occur, Buyer will be informed and any payments Buyer has made with respect to such Items, if any, will be refunded to Buyer.

2. Prices.

Where applicable, TI communicates pricing to customers in various ways (e.g., quotes) and confirms transaction prices with its order acknowledgements. Prior to shipment, TI’s price may change due to adjustments in specifications, quantities, shipment arrangements, requested delivery dates, or other changes to conditions. The final price in effect on the date of shipment as stated in TI’s invoice applies. Unless otherwise agreed, prices are in U.S. Dollars and Payment must be in U.S. Dollars.

For purchases made on TI.com, see Appendix A for additional terms.

3. Delivery.

Unless TI notifies Buyer otherwise, shipments will be delivered FCA (Incoterms 2020) TI’s point of shipment. Risk of loss or damage will pass to Buyer upon TI’s delivery to the TI designated shipping point. Any subsequent loss or damage will not relieve Buyer from its obligations. Buyer is solely responsible for costs of freight and insurance after delivery to the TI designated shipping point. If TI incurs freight or insurance costs on Buyer’s behalf, Buyer must promptly reimburse TI for such freight or insurance costs.

conditions/trademarks/using-ti-as-a-trade-name-and-trademark.html)

- Registered and unregistered marks in literature (https://www.ti.com/legal/terms-conditions/trademarks/use-of-registered-and-unregistered-marks-in-literature.html)
- Attribution of TI's marks in literature (https://www.ti.com/legal/terms-conditions/trademarks/attribution-of-marks-in-literature.html)
- TI's trademarks, servicemarks and approved nouns (https://www.ti.com/legal/terms-conditions/trademarks/trademarks-servicemarks-approved-nouns.html)

Unless TI notifies Buyer otherwise, Buyer is importer of record and is responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. TI may deliver Items in installments.

Where applicable, TI will communicate to Buyer an Estimated Ship Date. TI will not be liable for any damage, loss, or expense incurred by Buyer if TI fails to meet the Estimated Ship Date.

Buyer hereby grants TI, for itself and as collateral agent on behalf of each of TI's subsidiaries, a security interest in (i) all present and future Items sold or delivered by TI to Buyer; (ii) all present and future books and records, including, without limitation, books of account and ledgers, computer programs, computer software, and data relating to Buyer or to any personal property subject to a security interest granted herein; and (iii) all proceeds, whether now owned and existing or hereafter acquired or arising, including, without limitation: (A) all rents, issues, royalties, and profits of or from any of the foregoing, (B) all personal property now or hereafter received by Buyer upon the sale, exchange, lease, transfer, or other disposition of any of the foregoing, and (C) any amounts now or hereafter payable under any insurance policy by reason of any loss or damage to any of the foregoing or any proceeds thereof to secure the prompt and unconditional payment and performance by Buyer of all indebtedness, obligations, debts, and liabilities owed to TI. Buyer agrees, upon request by TI, to execute promptly any documents and perform any other acts at Buyer's sole expense that TI deems necessary or advisable to confirm, continue and/or perfect the security interests granted in this Section. In addition to and not in limitation or derogation of the foregoing, Buyer hereby irrevocably authorizes TI to execute and file any one or more financing statements covering all personal property subject to the security interests granted in this Section.

Unless TI notifies Buyer otherwise, with regard to international shipments that transit through international waters or airspace, title transfers to Buyer immediately after Items leave the jurisdictional territory of TI's point of shipment. Unless TI notifies Buyer otherwise, with regard to domestic shipments and international shipments that do not transit through international waters or airspace, title transfers upon delivery to Buyer's carrier or nominee at TI's point of shipment.

For purchases made on TI.com, see Appendix A for additional terms.

4. Cancellations and Rescheduling.

For Products, Wafer Products and Die Products, Buyer may cancel or reschedule orders according to the following rules:

Buyer-Requested Cancel or Reschedule Date	Standard Products	Non-Standard Products
< 30 Days before ESD	Not allowed	Not allowed
30-90 Days before ESD	Allowed	Not allowed
> 90 Days before ESD	Allowed	Requires TI approval. Charges may apply.

For Evaluation Items: Orders for Evaluation Items may not be cancelled or rescheduled.

Notwithstanding the above rules, certain Items are subject to special cancellation and reschedule terms that TI will communicate to Buyer prior to order acceptance.

5. Payment Terms.

Where applicable, Payment is due thirty (30) Days after TI's invoice date. TI may change or withdraw credit amounts or payment terms at any time for any reason. If Buyer or its affiliate(s) fails to make Payment when due, TI and its affiliates may suspend or cancel performance under any agreements, including delay or cancellation of shipment on any open orders. TI will not be liable for, and Buyer will hold TI harmless from, any costs or losses resulting from suspension or cancellation on account of Buyer's failure to make Payment. Buyer may not deduct any Payment amounts on account of unresolved disputes. TI may charge Buyer 1.5% per month on overdue accounts (18% per year) to the extent permitted by law.

For purchases made on TI.com, see Appendix A for additional terms.

6. Taxes.

Prices do not include any taxes including, without limitation, sale, value-added tax, goods and services tax or similar taxes. TI will add taxes to the sales price on its invoices where required by applicable law and Buyer will pay such taxes unless Buyer provides TI with a duly executed sales tax exemption certificate before invoicing. If Buyer is required by law to withhold any amount of tax from its Payment to TI, Buyer will take all reasonable steps to minimize such withholding tax, provide TI with a receipt or certificate as evidence the tax has been paid, and reimburse TI for the amount of withholding so that TI receives Payment for the full value of the invoice.

7. Contingencies.

TI will not be in breach of this contract and will not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond TI's reasonable control, whether foreseeable or unforeseeable, including but not limited to, shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, epidemic, pandemic any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act, or Act of God. In the event of a shortage of components, TI may, at its sole discretion, allocate Item production and deliveries.

8. Warranties and Related Remedies.

8.1 Subject to Sections 8.2 through 8.4, 9 and 11 below, TI warrants to Buyer that each (i) Product conforms to TI's published Specifications for such Product for a period of twelve (12) months after the date TI or a TI-authorized distributor delivers such Product, (ii) Wafer Product and Die Product conforms to TI's published Specifications for such products for a period of thirty (30) Days after the date TI or a TI-authorized distributor delivers such product and (iii) Evaluation Kit will be free of defects in material and workmanship for a period of ninety (90) Days after the date TI or a TI-authorized distributor delivers such product.

Notwithstanding the foregoing, TI will not be liable for a nonconforming Item if:

(a) the nonconformity was caused by neglect, misuse, or mistreatment by an entity other than TI, including improper storage, installation or testing, usage of Evaluation Items outside of the instructions set forth in the User Guide or for any Items that were altered or modified in any way by an entity other than TI;

(b) the nonconformity resulted from Buyer's design, specifications, or instructions for such Products or improper system design; or

(c) where applicable, Buyer has not paid on time.

Testing and other quality control techniques are used to the extent TI deems necessary. TI does not necessarily test all parameters of each Item.

Buyer's claims against TI under this Section 8 are void if Buyer fails to notify TI of any apparent defects in the Item within ten (10) business days after delivery, or of any hidden defects within ten (10) business days after the defect has been detected.

8.2 TI's sole liability will be at its option to repair or replace Items that fail to conform to the warranty set forth above, or credit Buyer's account for such Items. TI's liability under this warranty will be limited to Items that are returned during the warranty period to the address designated by TI and that are determined by TI not to conform to such warranty. If TI elects to repair or replace such Items, TI will have a reasonable time to complete such actions. Repaired Items will be warranted for the remainder of the original warranty period. Replaced Items will be warranted for a new full warranty period.

8.3 EXCEPT AS SET FORTH ABOVE, ITEMS, WAFER MAPS (AS DEFINED IN THIS CONTRACT) AND ALL RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." TI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY EPIDEMIC FAILURE WARRANTY, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND FOR EVALUATION ITEMS ANY NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8.4 TI may provide Buyer technical, applications, or design advice (including reference designs), quality characterization, reliability data, or other services. Buyer agrees that providing these services does not expand or otherwise alter TI's warranties as set forth above and no additional obligations or liabilities arise from TI providing such services or items. TI PROVIDES ALL SERVICES AND ITEMS TO BUYER (OTHER THAN "ITEMS" DEFINED IN

THIS CONTRACT) "AS IS" AND "WITH ALL FAULTS." TI DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING SUCH SERVICES AND ITEMS, INCLUDING, BUT NOT LIMITED TO, ANY EPIDEMIC FAILURE WARRANTY, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND FOR ANY NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. Buyer's Responsibilities; Evaluation Items.

9.1 **General.** Buyer is solely responsible for its products and applications. This includes Buyer (1) selecting and using Items appropriate for its products and applications, (2) designing, validating and testing its products and applications, and (3) ensuring its products and applications meet applicable standards and any safety, security, regulatory or other requirements. Independent of any information or support that TI may provide, Buyer remains solely responsible for its products and applications, including, but not limited to, when TI provides a sample design or design advice, or presents an Item as compliant with, capable of meeting, or helping Buyer's products and applications meet an industry or proprietary standard. Buyer assumes all risk related to use of Items in its products and applications. TI shall not be liable for any use of Items in Buyer's products and applications, including, but not limited to, instances where malfunction of an Item could cause severe property damage, severe environmental harm, personal injury or death, such as in Critical Medical Equipment. Buyer represents that it will use appropriate safeguards that anticipate and minimize dangerous consequences of Item failures in its products and applications.

9.2 **Evaluation Items Use.** Evaluation Items are intended solely for product and/or software developers for use in a research and development setting to facilitate feasibility evaluation, experimentation, or scientific analysis of TI Products. Evaluation Items may have no direct function and shall not be used in production applications, or production test platforms, or as test equipment. Buyer may use Evaluation Items for field testing (i.e. to evaluate Buyer's application) only with TI's advance written permission. Evaluation Items are not intended for consumer or household use.

9.3 **Indemnification by Buyer.** Buyer will fully defend, indemnify and hold harmless TI Indemnitees against any damages, costs, losses, and/or liabilities (including attorneys' fees) arising out of Buyer's responsibilities for its products and applications under and/or non-compliance with Section 9, whether arising in part from TI's negligence or otherwise.

10. Intellectual Property Indemnification.

10.1 Subject to Sections 8, 9, 10.2 through 10.5, and 11, TI will defend Buyer against any claim, suit, or proceeding brought against Buyer, insofar as such claim, suit, or proceeding is based on an allegation that Products or Die Products manufactured and supplied by TI to Buyer directly infringe any United States, Canadian, Japanese, or European Union member country patent (excluding utility models), copyright, or trade secret ("Covered Claim"), and TI will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against Buyer for a Covered Claim, or agreed to by TI as settlement or compromise of a Covered Claim.

TI has no obligation to defend or indemnify Buyer unless Buyer:

(a) promptly informs TI of the Covered Claim and furnishes TI a copy of the claim, suit, or proceeding,

(b) gives all evidence in Buyer's possession, custody, or control to TI, and

(c) gives TI reasonable assistance in and sole control of the defense thereof and all negotiations for its settlement or compromise. Buyer agrees to make available to TI the benefit of any defense available to Buyer to any Covered Claim hereunder, including, but not limited to, any license or option to license or sub-license any intellectual property right that is the subject of such Covered Claim. Buyer will be entitled to participate in its defense at its own expense with counsel of its own choosing.

This Section 10.1 does not apply to Evaluation Items or Wafer Products.

10.2 If TI is obligated to defend Buyer pursuant to Section 10, TI may, but has no obligation to:

(a) obtain a license that allows Buyer to continue the use of the Products or Die Products,

(b) replace or modify the Products or Die Products so as to be non-infringing, but in a manner that does not materially affect the functionality of such products, or

(c) if neither (a) nor (b) is available to TI at a commercially reasonable expense, then TI may stop selling the Products or Die Products to Buyer without being in breach of this contract.

If TI elects to provide either of the options set forth in clauses (a) and (b) above, TI's obligation pursuant to Section 10.1 will be entirely fulfilled as to that Covered Claim, except for any damages, losses, or costs (excluding consequential and exemplary damages) incurred by Buyer prior to TI taking such action. If TI elects the option set forth in clause (c) above, TI's indemnity obligation under this contract will be entirely fulfilled, regardless of any additional claims, and Buyer will return to TI any and all Products remaining in Buyer's possession, custody, or control.

10.3 TI will have no liability or obligation under Sections 10.1 or 10.2:

(a) if Buyer has not purchased the Items subject to the Covered Claim within the thirty-six (36) months preceding the date Buyer informed TI of the Covered Claim,

(b) if Buyer has not fully and promptly paid in full for the Items subject to the Covered Claim,

(c) if the Covered Claim arose because Buyer or Buyer's customer brought a claim, suit, or proceeding against a third party,

(d) for any costs, losses, or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without TI's prior written consent, and

(e) to the extent that a Covered Claim is based upon:

i. Buyer's use of the Items in combination with any other Item, device, software, or equipment,

ii. Buyer's use of the Items in a process, including a manufacturing process

iii. Buyer's modifications to the Items,

iv. TI's compliance with Buyer's particular design, instructions, or specifications, or

v. TI's compliance with any industry or proprietary standard or Buyer's use of the Items to enable implementation of any industry or proprietary standard (such claims - i.e., those set forth in (i) through (v) above - are individually and collectively referred to herein as "Other Claims").

10.4 Buyer will defend TI against any claim, suit, or proceeding brought against TI insofar as such claim, suit, or proceeding is based on Other Claims and Buyer will pay any damages, losses, or costs (excluding consequential and exemplary damages) finally awarded against TI for any Other Claims or agreed to by Buyer as settlement or compromise of any Other Claims. TI will be entitled to participate in its defense at its own expense with counsel of its own choosing.

10.5 THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

11. Limitations and Damages Disclaimer.

11.1 **General Limitations.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TI BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE ITEMS, REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL, REWORK OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM, SUIT, OR ACTION WILL BE BROUGHT AGAINST TI MORE THAN TWELVE (12) MONTHS AFTER THE EVENT THAT GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED.

11.2 **Specific Limitations.** IN NO EVENT WILL TI'S AGGREGATE LIABILITY FROM ANY USE OF AN ITEM PROVIDED HEREUNDER, INCLUDING FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT EXCEED THE TOTAL AMOUNT PAID TO TI FOR THE PARTICULAR ITEMS AT ISSUE DURING THE PRIOR TWELVE (12) MONTHS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THIS LIMIT.

11.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

12. Non-Waiver of Default.

In the event of any default by Buyer, TI may decline to make further shipments. If TI elects to continue to make shipments, TI's action will not be a waiver of any such default or affect TI's legal remedies for any such default. Each shipment made under any order will be treated as a separate sale and transaction.

13. Governing Law and Venue.

This contract, and all claims or causes of action based upon, arising out of, or relating to this contract, or its negotiation, interpretation, or performance, whether contractual or non-contractual, shall be governed by and construed in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles that would result in the application of the laws of a different jurisdiction. This contract is not governed by the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby agree that all claims or causes of action based upon, arising out of, or relating to this contract, or its negotiation, interpretation, or performance, whether contractual or non-contractual, shall be submitted to the state or federal courts in Dallas County, Texas, and each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and waives any objection based on personal jurisdiction or forum non-conveniens. The parties agree that a judgment on any such claim or cause of action may be enforced in any court of competent jurisdiction or in any other manner provided by law.

14. Export Control.

Exports, re-exports, and transfers of Items may be subject to U.S. export controls and sanctions. Buyer acknowledges and agrees that: i) it will comply with all applicable laws and regulations; ii) Items may not be exported, re-exported, sold or transferred to U.S. embargoed, sanctioned, or restricted destinations, persons, or entities without first obtaining any necessary governmental authorization; and iii) it will provide notice of these compliance obligations to any party obtaining Items from Buyer.

Buyer shall not sell, export or re-export, directly or indirectly, Items to Russia or re-export Items for use in Russia. Buyer shall immediately inform TI about any problems applying the aforementioned obligations.

Unless any necessary U.S. and other applicable government authorizations are obtained in advance, Buyer may not export, re-export, transfer, purchase, or sell any Item: (i) for a military end use; (ii) to a military end user; or (iii) for the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology. For additional information, see Part 744 of the U.S. Export Administration Regulations.

Each party shall, at its own expense, secure export and import authorizations necessary to fulfill its obligations under this Section 14.

Buyer will indemnify and hold TI (including its agents and representatives) harmless against any damages, costs, losses, and/or liabilities arising out of any Buyer non-compliance with this section. If any required authorization cannot be obtained, or in the event Buyer breaches this Section 14, TI may terminate, cancel, or otherwise be excused from any obligations that it may have under this contract. Item classifications are for TI convenience only and shall not be construed as a representation or warranty of any kind; Buyer is responsible for its own compliance obligations.

This section will survive any termination or expiration of this contract.

15. U.S. Government Contracts.

If Buyer intends to use Items in the performance of a U.S. Government contract or subcontract subject to Federal Acquisition Regulation (FAR), TI agrees to comply only with the commercial-item subcontractor flowdown provisions identified in FAR 52.244-6 (July 2021) to the extent such provisions apply to the types of Items provided by TI to Buyer. Unless otherwise agreed in writing by an authorized TI representative, no other FAR provisions, FAR supplement provisions, or other government procurement rules will apply to TI by virtue of any sale of provision of TI goods and services. Specifically, and without derogation to the foregoing limitation, TI will not provide, and no submission should be deemed as providing, certified cost or pricing data, and TI will not be subject to provisions governing cost allowability, cost accounting, and/or audit rights that may be found in Buyer's U.S. Government contract or subcontract.

TI technical data and computer software are generally developed at TI's private expense and not in performance of a U.S. Government contract. TI asserts and should be understood by Buyer and the U.S. Government as retaining proprietary rights in all technical data and computer software provided to Buyer under a U.S. Government contract. Unless separately and expressly agreed in writing by an authorized TI representative, neither the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in TI technical data and computer software beyond the rights provided to TI's commercial customers for such technical data and computer software.

16. Assignment and Third Party Beneficiaries.

This contract is not assignable by Buyer without TI's prior written consent. Any unauthorized assignment is null and void. No provision in this contract confers any benefits, rights, or remedies to any person other than Buyer or TI. TI's affiliates and subsidiaries may perform all or any part of TI's obligations under this contract.

17. Confidentiality.

Buyer understands that the Wafer Maps and the regions between the individual die, known as the scribe streets, in Wafer Products contain confidential information. Buyer agrees to protect the confidentiality of the Wafer Maps and the Wafer Products and to prevent any disclosure to third parties.

18. Evaluation Items Availability.

TI does not provide notice with respect to the modification or discontinuation of Evaluation Kits and/or pre-production products.

19. Miscellaneous.

This contract constitutes the entire agreement between the parties relating to the sale of Items and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No addition to or modification or waiver of any provision of this contract will be binding upon TI unless made in writing and signed by a duly authorized TI representative. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. Electronic communications, including emails and/or social media communications, are not signed writings for purpose of this section. No course of dealing or trade usage or course of performance will be relevant to explain or supplement any term in this contract. In the event of any conflict between these Terms of Sale and the Supplemental Terms for TI.com Transactions in Appendix A, the Supplemental Terms for TI.com Transactions shall prevail and govern with regard to TI.com Transactions. For all other transactions, these Terms of Sale will prevail notwithstanding any different, conflicting, or additional terms that may appear on any purchase order or other writing not expressly incorporated herein, including, but not limited to, data sheets, application notes, purchase order acknowledgements, and online communications. The section headings contained in this contract are for reference purposes only and will not affect in any way the meaning or interpretation of this contract.

Purchases from Unauthorized Sources

For full warranty and support, customers must purchase TI products through TI's authorized sources. TI does not provide device authentication or support for products purchased outside of TI's authorized sources due to uncertainty regarding authenticity, storage and handling.

Glossary of Defined Terms

- ***Buyer*** means a person or entity purchasing and/or taking delivery of Items directly from TI.
- ***Covered Claim*** has the meaning defined in Section 10.1.
- ***Critical Medical Equipment*** means medical equipment where failure of such equipment would cause serious bodily injury or death (e.g., life support, pacemakers, defibrillators, heart pumps, neurostimulators, and implantables). Such equipment includes, without limitation, all medical devices identified by the U.S. Food and Drug Administration as Class III devices and equivalent classifications outside the U.S.
- ***Days*** means calendar days unless otherwise stated.
- ***Die*** means individual integrated circuits formed on a semiconductor wafer.
- ***Die Products*** means Die that passed TI probe test.
- ***Estimated Ship Date*** or ***ESD*** means the date estimated by TI for shipment of the Product from the applicable TI location.
- ***Evaluation Kit*** means an electronic assembly sold or otherwise provided to Buyer for use in a research and development setting, outside of TI, to facilitate feasibility evaluation, experimentation, or scientific analysis primarily involving TI Products. Evaluation Kit(s) includes evaluation kits, evaluation modules (EVMs), evaluation boards, development kits, and emulators, and as-built reference designs.
- ***Evaluation Item*** means an Evaluation Kit, a Pre-Production Product, and/or a Sample. For clarity, and without limitation, the term "Evaluation Item" or "Evaluation Items" excludes: Products, services, marketing collateral, software, Wafer Products and Die Products.
- ***Government Procurement Regulations*** has the meaning set forth in Section 15.
- ***IC*** means integrated circuit.
- ***Item*** means Products, Evaluation Items, Die Products and/or Wafer Products.
- ***Non-Standard Product*** means a Product, Die Product or Wafer Product designated by TI as "Non-Standard." This designation includes products customized for a single customer, or non-custom products primarily purchased by a single customer.
- ***Other Claim*** has the meaning defined in Section 10.3(e).
- ***Payment*** means TI has received cleared funds from Buyer in TI's bank account on or before the invoice due date.
- ***Pre-Production Product*** means a packaged integrated circuit product that TI has not qualified and released to market, and for which quality assurance, reliability performance testing and/or process qualification may not have been completed. The term "Pre-Production Product" includes prototypes, experimental devices, and devices designated as "advance" or "preview" in TI datasheets. For clarity, and without limitation, the term "Pre-Production Product" or "Pre-Production Products" excludes: services, reference designs, marketing collateral, software, Wafer Products, Die Products, and evaluation modules (EVMs). TI may provide these items or services to Buyer under separate terms.
- ***Product*** means a packaged integrated circuit product that TI has qualified and released to market. For clarity, and without limitation, the term "Product" or "Products" excludes: services, reference designs, marketing collateral, software, Evaluation Items (including TI's Sample program), Wafer Products and Die Products.
- ***Sample*** means a Product or Pre-Production Product that TI provides to Buyer free of charge for evaluation or testing purposes.
- ***Specification*** means measurable electrical and physical characteristics of a particular Product, Die Product or Wafer Product listed in the then-current official data sheet (including errata) for that product.
- ***Standard Product*** means a Product, Die Product or Wafer Product designated by TI as "Standard." This designation includes catalog products offered and/or sold to many customers.

- ***TI Indemnitees*** means Texas Instruments Incorporated, including its subsidiaries and affiliates, and each of their employees, directors, officers, agents and assigns.
- ***Wafer Map*** means a document used to distinguish Die Products from Die that did not pass TI probe test for a particular Wafer Product.
- ***Wafer Products*** means a semiconductor wafer including a multitude of un-singulated Die Products and a multitude of un-singulated Die that did not pass TI probe test. For clarity, the term "Wafer Products" does not include Wafer Maps.

Rev. 6.0 (06-2022)

Appendix A: Supplemental Terms for TI.com Transactions

Additional TI.com Terms

Please carefully read the following Supplemental Terms for TI.com Transactions, which are legally binding. For any questions regarding your TI.com order, please contact the TI support center (https://ticsc.service-now.com/csm) via email or phone as specified here (https://ticsc.service-now.com/csm).

These terms apply to all orders You place through TI.com and all items supplied by TI to You through TI.com ("TI.com Items") and are intended to supplement the Terms of Sale (https://www.ti.com/legal/terms-conditions/terms-of-sale.html). Placing orders from TI.com through any channel, including, but not limited to, electronic data interchanges (EDI), application programming interfaces (API) or email, are referred to as "TI.com Transactions".

With every TI.com Transaction You accept and agree to these terms as well as TI's Terms of Use (https://www.ti.com/legal/terms-conditions/terms-of-use.html), Privacy Policy (https://www.ti.com/legal/terms-conditions/privacy-policy.html) and Cookie Policy (https://www.ti.com/legal/terms-conditions/cookie-policy.html) and any associated terms, notices or disclaimers that accompany TI.com Items or related materials.

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Appendix B: Regulatory Notices for Evaluation Kits

1. United States.

Notice applicable to Evaluation Kits not FCC-Approved:

FCC NOTICE: This kit is designed to allow product developers to evaluate electronic components, circuitry, or software associated with the kit to determine whether to incorporate such items in a finished product and software developers to write software applications for use with the end product. This kit is not a finished product and when assembled may not be resold or otherwise marketed unless all required FCC equipment authorizations are first obtained. Operation is subject to the condition that this product not cause harmful interference to licensed radio stations and

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that this product accept harmful interference. Unless the assembled kit is designed to operate under part 15, part 18 or part 95 of this chapter, the operator of the kit must operate under the authority of an FCC license holder or must secure an experimental authorization under part 5 of this chapter.
3.1.2

For Evaluation Kits annotated as FCC – FEDERAL COMMUNICATIONS COMMISSION Part 15 Compliant:

CAUTION

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

FCC Interference Statement for Class A Evaluation Kits

NOTE: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

FCC Interference Statement for Class B Evaluation Kits

NOTE: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

2. Canada. For Evaluation Kits issued with an Innovation, Science and Economic Development Canada (ISED) Certificate of Conformance to RSS-210

Concerning Evaluation Kits Including Radio Transmitters:

This device complies with ISED’s license-exempt RSS(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Concernant les ensembles d’évaluation (Evaluation Kits) avec appareils radio:

Le présent appareil est conforme aux CNR d’Innovation, Sciences et Développement économique Canada (ISDE) applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes: (1) l'appareil ne doit pas produire de brouillage, et (2) l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

Concerning Evaluation Kits Including Detachable Antennas:

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Under ISED regulations, this radio transmitter may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by ISED. To reduce potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication. This radio transmitter has been approved by ISED to operate with the antenna types listed in the user guide with the maximum permissible gain and required antenna impedance for each antenna type indicated. Antenna types not included in this list, having a gain greater than the maximum gain indicated for that type, are strictly prohibited for use with this device.

Concernant les ensembles d'évaluation (Evaluation Kits) avec antennes détachables:

Conformément à la réglementation d'ISDE, le présent émetteur radio peut fonctionner avec une antenne d'un type et d'un gain maximal (ou inférieur) approuvé pour l'émetteur par ISDE. Dans le but de réduire les risques de brouillage radioélectrique à l'intention des autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonnée équivalente (p.i.r.e.) ne dépasse pas l'intensité nécessaire à l'établissement d'une communication satisfaisante. Le présent émetteur radio a été approuvé par ISDE pour fonctionner avec les types d'antenne énumérés dans le manuel d'usage et ayant un gain admissible maximal et l'impédance requise pour chaque type d'antenne. Les types d'antenne non inclus dans cette liste, ou dont le gain est supérieur au gain maximal indiqué, sont strictement interdits pour l'exploitation de l'émetteur.

3. Japan.

Notice for Evaluation Kits delivered in Japan: Please see 日本国内に輸入される評価用キット、ボードについては、次のサイトをご覧ください (https://www-jp-dr.ext.ti.com/ja-jp/legal/notice-for-evaluation-kits-delivered-in-japan.html)。

Buyer is responsible for compliance with Japanese legal requirements for use of Evaluation Kits under applicable Japanese laws including Radio Law of Japan and Electrical Appliances and Materials Safety Act.

Notice for Users of Evaluation Kits Considered "Radio Frequency Products" in Japan: Evaluation Kits entering Japan may not be certified by TI as conforming to Technical Regulations of Radio Law of Japan. If user uses Evaluation Kits in Japan, not certified to Technical Regulations of Radio Law of Japan, user is required to follow the instructions set forth by Radio Law of Japan, which includes, but is not limited to, the instructions below with respect to Evaluation Kits (which for the avoidance of doubt are stated strictly for convenience and should be verified by user):

1. Use Evaluation Kits in a shielded room or any other test facility as defined in the notification #173 issued by Ministry of Internal Affairs and Communications on March 28, 2006, based on Sub-section 1.1 of Article 6 of the Ministry's Rule for Enforcement of Radio Law of Japan,

2. Use Evaluation Kits only after user obtains the license of Test Radio Station as provided in Radio Law of Japan with respect to Evaluation Kits, or

3. Use of Evaluation Kits only after user obtains the Technical Regulations Conformity Certification as provided in Radio Law of Japan with respect to Evaluation Kits. Also, do not transfer Evaluation Kits, unless user gives the same notice above to the transferee. Please note that if user does not follow the instructions above, user will be subject to penalties of Radio Law of Japan.

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Notice for Evaluation Kits for Power Line Communication:

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