



## APPLICATION PROGRAMMING INTERFACES AGREEMENT

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This Application Programming Interfaces Agreement (this “Agreement”) is made by and between Texas Instruments Incorporated, a Delaware corporation, with its principal place of business at 12500 TI Boulevard, Dallas, Texas 75243 and its wholly-owned, directly or indirectly, subsidiaries (collectively “TI”) and you on behalf of your company and its wholly-owned, directly or indirectly, subsidiaries (collectively “Customer”). TI and Customer are each individually a “Party,” and collectively are the “Parties,” to this Agreement. By accepting this Agreement, Customer agrees personally and on behalf of the entity for which Customer is an agent or appears to represent to TI’s Terms of Use, available at <http://www.ti.com/corp/docs/legal/termsofuse.shtml>. Visit [www.ti.com](http://www.ti.com) for up-to-date information about TI products and services.

### **AGREEMENT**

#### **1. Definitions.**

- a. “Customer Applications” means software applications developed by or for Customer and used by Customer to access and use TI APIs with TI’s written approval.
- b. “Identifier(s)” means a user ID, a password, and an API key provided by TI to Customer for use of the TI APIs.
- c. “TI APIs” means TI application programming interfaces made available by TI to Customer on a non-exclusive basis.
- d. “TI Data” means data, images, text, or other information or content transmitted by or on behalf of TI through the TI APIs. For clarity, TI Documentation is not TI Data.
- e. “TI Documentation” means any documentation, specifications, and other materials, digital or otherwise, describing and facilitating the use of the TI APIs or the TI Software. For clarity, TI Documentation does not include TI APIs or TI Software.
- f. “TI Software” means code samples or other software provided by TI to Customer to assist Customer in connecting to, accessing, and using the TI APIs.

#### **2. Purpose.**

- a. The TI APIs are made available by TI to enable Customer to do more business directly with TI by accessing commercially valuable TI Data, presenting it internally through Customer Applications, and using internally such TI Data in ways that are expressly permitted by TI under this Agreement.
- b. TI reserves the right to continually review and evaluate all uses of the TI APIs, and determine in good faith whether specific uses of the TI APIs are permitted under the terms of this Agreement and consistent with its purpose.

3. **Limited License.**

- a. Subject to the terms and conditions of and Customer's compliance with this Agreement, TI grants to Customer a limited, internal, non-exclusive, personal, non-transferable, non-sublicenseable, royalty-free, terminable license to access and use:
  - i. the TI APIs solely with the Customer Applications solely for the purposes of accessing, using internally, and displaying internally (except in cases where the Parties have entered into a separate Website Portal and Services Agreement) the TI Data;
  - ii. the TI Documentation solely for the purpose of creating the Customer Applications; and
  - iii. the TI Software solely for the purpose of creating the Customer Applications. Customer's use of TI Software is subject to the terms and conditions of this Agreement, as well as any software license terms provided with the TI Software. In the event of a conflict, the software license terms will prevail.
- b. Customer acknowledges and agrees that TI may monitor the Customer Applications in order to confirm compliance with this Agreement.

4. **Restrictions.** Customer agrees that it will not, and will not assist or enable others to:

- a. use the TI APIs or TI Software in ways other than as specified in this Agreement and any TI Documentation;
- b. distribute, rent, lease, sell, transfer, assign, or sublicense TI Software;
- c. disassemble, reverse engineer or decompile (except to the limited extent expressly authorized under applicable statutory law notwithstanding this restriction), modify or alter any part of the TI APIs or TI Software (to the extent provided solely in binary format), or TI Documentation;
- d. use the TI APIs in a manner that impacts or otherwise interferes with the functionality or proper working of the TI APIs or TI's servers or IT systems/infrastructures or impacts the behavior of other applications (either TI's or its other customers') using the TI APIs;
- e. use the TI APIs, TI Software, TI Documentation, or TI Data in any manner or for any purpose that may violate any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or data protection, or which otherwise may be harmful (in TI's sole discretion) to TI, its providers, its suppliers, and other users of the TI APIs;
- f. use the TI APIs, TI Software, TI Documentation, or TI Data for the benefit of TI's competitors or for the purpose of providing those competitors with access to the TI APIs, TI Software, TI Documentation, or TI Data;
- g. hack or break any security mechanism on the TI APIs, TI Software, TI Documentation, or the TI Data, introduce viruses, worms, Trojan Horses, or other malicious software, or pose a security to risk to TI or any users of the TI APIs;
- h. modify, obscure or otherwise disable the functioning of links provided within the TI Data;
- i. aggregate, in any way, any TI Data with third party content for purposes of sharing externally the data analytics or benchmarking;
- j. fail to attribute the TI Data appropriately;
- k. omit, modify, or obscure text, images, artwork, logos, copyright or similar notices of any TI Data that Customer receives from the TI APIs, provided however, that with graphic images, Customer may re-size such images while maintaining the same relative proportions of the image;
- l. host or provide to any third party any material retrieved via the TI APIs (including datasheets or images);
- m. sell the information, or derivative data retrieved from the TI APIs;
- n. assign or transfer your Identifiers under any circumstances;
- o. aggregate data from the TI APIs into other publicly-facing/commercial APIs or data services; or

p. identify TI as the source of any information derived from the TI APIs.

5. **Customer Obligations and Representations.**

- a. Customer will ensure that Customer Applications and calls to the TI APIs are compatible with the TI APIs.
- b. Customer will provide TI with information and materials related to the Customer Applications reasonably requested by TI to verify Customer's compliance with this Agreement.
- c. Customer will implement appropriate access controls, periodic monitoring, and other industry standard processes and procedures to ensure the protection of TI Data consistent with this Agreement.
- d. Customer represents and warrants that Customer is solely responsible for the development, operation, and maintenance of the Customer Applications, including without limitation, the accuracy, appropriateness and completeness of all content thereof and all Customer Application-related materials and descriptions.

6. **Security.** Any Identifiers that TI provides to Customer may be used only during the term of this Agreement to access and use the TI APIs. Customer is solely responsible for maintaining the security of its Identifiers. Customer may not disclose its Identifiers to any third party or any Customer employee without a need to know, and is solely responsible for any use of or action taken under its Identifiers. If Customer's password is compromised, Customer must immediately change its password.

7. **Service Level Objectives, Downtime, and Throttling.**

- a. Customer understands and agrees that from time to time the TI APIs may be inaccessible, unavailable or inoperable for any reason, including, without limitation:
  - i. equipment malfunctions;
  - ii. periodic updates, upgrades, maintenance procedures, or repairs;
  - iii. misuse of the TI APIs or overloading of the TI APIs with excessive amounts of users or traffic; or
  - iv. causes beyond the control of TI or which are not reasonably foreseeable by TI, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion, or other failures.
- b. Customer acknowledges and agrees that TI does not guarantee the availability of the TI APIs on a continuous or uninterrupted basis. The TI APIs will have calling rates and quotas set based on usability and business requirements, as determined by TI.
- c. Customer acknowledges and agrees that TI is not responsible if information and data sent by Customer through the APIs is not received by TI or is incomplete or not correct. If a TI API does not respond or does not properly respond, Customer will consider such non-response a failure of the API and presume that TI does not have the information and data. Customer will contact and inform TI if a TI API does not properly respond, and the Parties will work together in good faith to determine the cause and an appropriate solution.

8. **Support and Maintenance; Changes.**

- a. Nothing in this Agreement will be construed as an obligation for TI to maintain or provide technical support of any kind for the TI APIs, TI Software, TI Documentation, or TI Data.

- b. Customer acknowledges and agrees that it shall be solely responsible for maintenance and support of the Customer Applications.
- c. Customer acknowledges and agrees that TI may make changes, modification, and improvements to the TI APIs, TI Software, TI Documentation or TI Data at any time at TI's sole discretion. TI will use commercially reasonable efforts to update the TI Data on a timely basis. Customer acknowledges and agrees that Customer is solely responsible for obtaining the most current TI Data available at the time Customer needs such TI Data. TI does not guarantee that TI Data previously obtained by Customer is still current.

9. **Term and Termination.**

- a. This Agreement will commence on the first date on which Customer access the TI APIs portal and accepts this Agreement online, (the "Effective Date") and remain in effect until terminated by either Party in accordance with its terms.
- b. Either Party may terminate this Agreement for convenience upon thirty (30) calendar days' prior written notice to the other Party.
- c. It will be a material breach of this Agreement by Customer to use the TI APIs, TI Software, TI Documentation, or TI Data in a manner that is not permitted under this Agreement, and TI may terminate the Agreement and invalidate Customer's Identifier(s) with prior written notice to Customer for such material breach.
- d. Upon termination of this Agreement for any reason, Customer shall immediately cease using the TI APIs, TI Software, TI Documentation and TI Data and promptly remove from the Customer Applications and delete or otherwise destroy all or any portion of TI Software, TI Documentation, and TI Data, and certify to such deletion or destruction, if requested by TI.
- e. In the event of termination, the terms of the following Sections will survive: Sections 10-26.

10. **Intellectual Property Rights and Ownership.**

- a. Each Party reserves all intellectual property rights not specifically granted under this Agreement.
- b. Subject to any TI Software components used in the Customer Applications, Customer owns all right, title, and interest in the Customer Applications.
- c. TI owns all right, title, and interest in and to the TI APIs, TI Software, TI Documentation, and TI Data.
- d. No right, title or interest in any accessed or downloaded TI Data or TI Documentation is transferred to Customer as a result of this license.
- e. Customer may not use any of the marks or logos appearing throughout the TI Data or TI Documentation without express written consent from TI.

11. **Feedback.** The Parties agree that all inventions, product improvements, and modifications to any TI API, TI Software, TI Documentation or TI Data conceived of or made by TI that are based, either in whole or in part, on Customer's feedback, suggestions, or recommended improvements, are the exclusive property of TI, and all rights, title and interest in and to any such invention, product improvement, or modification to the TI APIs, TI Software, TI Documentation and TI Data will vest solely in TI.

12. **Compliance with Laws.** Each Party will comply with all applicable laws in its performance of its obligations and exercise of its rights under this Agreement.

13. **Data Collection and Use.** TI may monitor and collect technical data and other information related to Customer's use of the TI APIs and related activity. Customer agrees and acknowledges that TI may freely use and share that information and data (including with or through its affiliates, business partners, and service providers), including without limitation: to support the TI APIs, to use to make improvements or enhancements to the TI APIs, and to develop, promote and market, support and enhance TI products and offerings. Customer agrees personally and on behalf of the entity for which Customer is an agent or appears to represent to TI's Privacy Policy, available at <http://www.ti.com/corp/docs/legal/termsfuse.shtml>.
14. **Modifications.** TI reserves the right, in its sole discretion, to terminate or modify this Agreement, Customer's access to all or any part of TI APIs, TI Data, TI Documentation or TI Software, without notice, at any time and for any reason, or for no reason at all.
15. **Relationship of Parties.** The Parties are independent contractors. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between TI and Customer.
16. **TI Data Notices and Disclaimers.** The notices and disclaimers included herein as Exhibit A to this Agreement apply to all TI Data provided to Customer.
17. **Disclaimer of Warranties.**
  - a. THE TI APIS, TI SOFTWARE, TI DOCUMENTATION AND TI DATA ARE PROVIDED "AS IS," AND TI MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE TI APIS, TI SOFTWARE, TI DOCUMENTATION AND TI DATA, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - b. FURTHERMORE, TI EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO ANY NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS, OR AS TO THE ABSENCE OF COMPETING CLAIMS, OR AS TO INTERFERENCE WITH CUSTOMER'S QUIET ENJOYMENT OF THE TI APIS, TI SOFTWARE, TI DOCUMENTATION OR TI DATA. CUSTOMER AGREES TO USE ITS INDEPENDENT ANALYSIS, EVALUATION, AND JUDGMENT IN DESIGNING ITS OWN PRODUCTS AND CUSTOMER APPLICATIONS.
18. **Limitation of Liability.**
  - a. General Limitation. IN NO EVENT SHALL TI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE TI APIS, TI SOFTWARE, TI DOCUMENTATION, OR TI DATA, WHETHER OR NOT TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS. TI WILL NOT BE LIABLE FOR ANY CLAIM OF ANY KIND WHATSOEVER BY ANY OTHER PARTY AGAINST CUSTOMER.
  - b. Specific Limitations. IN NO EVENT SHALL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF THE FEES PAID BY CUSTOMER TO TI UNDER THIS AGREEMENT OR FIVE

HUNDRED DOLLARS (US\$500). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.

19. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict-of-laws principles. 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”) in any form in which it is or may be enacted. The Parties agree that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within courts located in the State of Texas, USA. 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.
20. **Notices.**
  - a. All notices to TI will be delivered to Texas Instruments Incorporated, 13588 N. Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Contracts Administration, with a copy to [TILegalNotices@list.TI.com](mailto:TILegalNotices@list.TI.com).
  - b. All notices will be deemed served when received.
21. **Assignment.** Neither Party may directly or indirectly sell, assign, transfer, delegate, convey, pledge, encumber or otherwise dispose of this Agreement, or any of the licenses, rights or obligations under this Agreement, without the prior written consent from the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns. Any attempted assignment in violation of this Section 23 will be null and void.
22. **Force Majeure.** Neither Party will be liable for damages because of delays in or failure of performance when the delay or failure is due to acts of God, acts of civil or military authority, fire, earthquake, flood, strikes, war, epidemics, shortage of power, or other cause beyond such Party's reasonable control and without its fault or negligence.
23. **Waiver.** Failure by either Party 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.
24. **Export Compliance.**
  - a. The TI APIs, TI Software, TI Documentation, and TI Data are subject to U.S. export controls and sanctions, the most important of which are administered by the Commerce Department's Bureau of Industry and Security (“BIS”) under its Export Administration Regulations (“EAR”) (15 Code of Federal Regulations Parts 730-774) and the Treasury Department's Office of Foreign Assets Control (“OFAC”) under its Foreign Assets Control Regulations (31 Code of Federal Regulations Part 500). Customer will comply, and will ensure that its subsidiaries comply, with all applicable laws and regulations whenever it exports, re-exports, or transfers TI APIs, TI Software, TI Documentation, or TI Data. TI APIs, TI Software, TI Documentation, and TI Data may not be exported, re-exported, transferred, or resold to a person or entity barred by the U.S. Government (collectively, “Denied Persons”) from participating in export activities. Denied Persons include, but are not limited to, those individuals or entities listed on the Commerce Department's Denied Persons List, the Commerce Department's Entity List, the Directorate of

Defense Trade Controls' List of Statutorily Debarred Parties, and the Treasury Department's List of Specially Designated Nationals.

- b. Unless prior authorization is obtained from BIS, OFAC, or any other responsible U.S. Government agency, neither Customer nor its subsidiaries will (i) sell, export, re-export, transfer, resale or release, directly or indirectly (including, without limitation, by permitting the TI APIS, TI Software, TI Documentation, or TI Data to be downloaded), any technology, software, or software source code, received from TI, or export, directly or indirectly, any direct product of such technology, software, or software source code to any U.S. embargoed, sanctioned, or restricted destinations as defined in EAR Supplement No. 1 to Part 740, Country Group E, or to any entities or enterprises listed in EAR Supplement No. 4 to Part 744; or (ii) export, re-export, transfer, release, purchase, or resale for a military end-use or to a military end-user in a country listed in EAR Supplement No. 1 to Part 740, Country Group D1. "Military end-use" means incorporation into a military item described on the U.S. Munitions List ("USML") (22 Code of Federal Regulations Part 121, International Traffic in Arms Regulations) or the International Munitions List ("IML") (as set out on the Wassenaar Arrangement website at [www.wassenaar.org](http://www.wassenaar.org)); or commodities classified under Export Control Classification Numbers ("ECCNs") ending in "A018" or under "600 series" ECCNs. "Military end-user" means the national armed services (e.g., army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support a military end-use. TI APIS, TI Documentation, and TI Data may not be exported, re-exported, transferred, or resold, directly or indirectly, for the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology without U.S. Government authorization.
- c. Customer will observe all other applicable restrictions concerning other end-uses/end-users according to other laws and regulations (e.g., European Commission regulations or any other national regulations). Further, Customer will obtain any necessary export authorization prior to the exportation, re-exportation, or transfer of any TI APIs, TI Software, TI Documentation, or TI Data acquired from TI under this agreement. Each Party will secure, at its own expense, such authorization and export and import documents as are necessary for each respective Party to fulfill its obligations under this agreement. Any software export classification made by TI will be for TI's internal use only and will not be construed as a representation or warranty regarding the proper export classification for such software or whether an export authorization is required for the exportation of such software. If Customer violate any obligations under this section, TI may terminate, cancel, or otherwise be excused from performing any obligations it may have under this Agreement.
- d. All obligations under this section will survive termination of this Agreement.

25. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed to be modified to the extent necessary to allow it to be enforced to the maximum extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

26. **Entire Agreement.** As of the Effective Date, the terms and conditions of this Agreement, including its exhibits, merge and supersede all understandings, negotiations and discussions, and all contemporaneous and prior agreements related to its subject matter. The Parties agree that TI's terms of sale in effect at the time of sale (currently available at

<http://www.ti.com/lscs/ti/legal/termsofsale.page>) will govern all purchases and sales of TI semiconductors.

## **EXHIBIT A**

### **Notices and Disclaimers**

Important Notice and Disclaimer. TI PROVIDES TECHNICAL AND RELIABILITY DATA (INCLUDING DATASHEETS), DESIGN RESOURCES (INCLUDING REFERENCE DESIGNS), APPLICATION OR OTHER DESIGN ADVICE, WEB TOOLS, SAFETY INFORMATION, AND OTHER RESOURCES “AS IS” AND WITH ALL FAULTS, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

These resources are intended for skilled developers designing with TI products. You are solely responsible for (1) selecting the appropriate TI products for your application, (2) designing, validating and testing your application, and (3) ensuring your application meets applicable standards, and any other safety, security, or other requirements.

These resources are subject to change without notice. TI grants you permission to use these resources only for development of an application that uses the TI products described in the resource. Other reproduction and display of these resources is prohibited. No license is granted to any other TI intellectual property right or to any third party intellectual property right. TI disclaims responsibility for, and you will fully indemnify TI and its representatives against, any claims, damages, costs, losses, and liabilities arising out of your use of these resources.

TI’s products are provided subject to TI’s Terms of Sale or other applicable terms available either on [www.ti.com](http://www.ti.com) or provided in conjunction with such TI products. TI’s provision of these resources does not expand or otherwise alter TI’s applicable warranties or warranty disclaimers for TI products.

Lead-time and Estimated Shipping Dates. TI’s published lead-times are for reference only and subject to change based on availability. Estimated Shipment Dates (ESDs) are assigned based on actual TI product availability at the time of purchase order acceptance.

Pricing. Any pricing information is non-binding and is TI’s estimate provided for planning and evaluation purposes only. Prices are shown in U.S. Dollars and are exclusive of applicable taxes and duties (including VAT) unless otherwise stated and are subject to change without notice. If purchasing through a TI-authorized supply chain partner, resale prices will be separately negotiated between the customer and supply chain partner. Pricing information may only be shared with TI-authorized supply chain partners with a need to know and under strict confidentiality obligations.