

**Contributor Agreement for Contributions
to
Texas Instruments GitHub Projects – 12 June 2023**

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This Contributor Agreement is designed and intended to maximize the benefits of the collaboration on Texas Instruments GitHub, and to protect you and other Contributors, (i) by ensuring that the Software Product to which you and others Contribute maintains its high level of quality and (ii) by ensuring that use of the Software Product by you and other TI customers is not prevented or inhibited by copyright or patent claims from Contributors.

This Agreement contains two parts - Part A and Part B.

Part A: **Part A describes which Contributor Agreement is needed for which files in the Project when making Contributions.** Texas Instruments uses either a Developer Certificate of Origin and/or a Signed Contributor License (Part B) when making Contributions to this Project.

PART B: **Sets forth the Terms that Apply to a Signed Contributor License Agreement.** This project contains software solely authored by TI for which the terms in Part B will apply. If you choose not to execute Part B, then Contributions, where Part B is required, will not be accepted.

PART A

Terms that Apply to Contributions to Open Source Software Projects

(and the open source portions of software in projects with both proprietary and open source software).

Repository Name	Contributor Agreement Used
TIOVX	For Apache licensed files we use a Developer Certificate of Origin. We use this: https://developercertificate.org/ . <i>(Part B is not needed for these contributions)</i>
TIOVX	For TI Text File Licensed Files, you must sign and return the Part B – Signed Contributor Agreement

PART B

Signed Contributor License Terms that Apply

IMPORTANT – Please carefully read this Contributor Agreement. By signing this Contributor Agreement, 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. You may not make contributions to this project (i) if you are making contributions on behalf of your company and you lack the authority to bind your company, or (ii) if you choose not to accept or agree with any of these provisions.

Thank you for your interest in contributing to a product or project hosted or managed at <https://github.com/TexasInstruments>. This Contributor Agreement ("Agreement") documents the rights granted by You to Your present and future Contributions to Texas Instruments Incorporated ("TI").

This Contributor Agreement is designed and intended to maximize the benefits of the collaboration on git.ti.com, and to protect you and other Contributors, (i) by ensuring that the Software Product to which you and others Contribute maintains its high level of quality and (ii) by ensuring that use of the Software Product by you and other TI customers is not prevented or inhibited by copyright or patent claims from Contributors.

To make a Contribution, please sign this Agreement and send it to TI by mail or email, following the instructions at the end of this Agreement.

This is a legally binding document, so please read it carefully before agreeing to it. This Agreement may cover more than one Software Product managed by TI.

1. Definitions

- a. "You" (or "Your") means the person or entity who Submits a Contribution to TI; if you Submit a Contribution on behalf of your employer, your Contribution will be considered and deemed a Submission by your employer and the terms "You" and "Your" shall mean both You and your employer.
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- f. "Submit" or "Submitted" means any form of electronic, verbal, or written communication sent to TI or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, TI for the purpose of discussing and improving a Software Product or Software Project.

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4. Disclaimer

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5. Limitation of Liability for Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR TI BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. Miscellaneous

- a. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, U.S.A., excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") is deemed waived and shall not apply. This Agreement shall not be governed by the UN Convention, or by the Uniform Computer Information Transactions Act (UCITA).
- b. This Agreement sets out the entire agreement between You and TI for Your Contributions to TI and overrides all other agreements or understandings.
- c. If You or TI assigns the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.
- d. The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.
- e. If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

Instructions for signing and sending to Texas Instruments are below.

Instructions:

You should scan this agreement and mail as a PDF to tiovx_contributions@list.ti.com and the TI Contracts Administrator at github_contributor_agreement_archive@list.ti.com.

If you have questions specific to this agreement you can send us an email at tiovx_contributions@list.ti.com

Please read this document carefully before signing and keep a copy for your records.

Your Signature as a Duly Authorized Representative:

Print Name: _____

Print Title: _____

Company Name: _____

Address: _____

Date: _____