

**SECURITY SOFTWARE LICENSE AGREEMENT
AND
NON-DISCLOSURE AGREEMENT FOR THE RECEIPT OF TI SECURITY INFORMATION**

IMPORTANT – PLEASE CAREFULLY READ THE FOLLOWING **SECURITY SOFTWARE LICENSE AGREEMENT** AND THE ATTACHED **NON-DISCLOSURE AGREEMENT FOR THE RECEIPT OF TI SECURITY INFORMATION**, BOTH OF WHICH ARE LEGALLY BINDING. AFTER YOU READ THE AGREEMENTS, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS OF **BOTH AGREEMENTS**. DO NOT CLICK “I ACCEPT” UNLESS: (1) YOU WILL USE THE LICENSED MATERIALS AND TI SECURITY INFORMATION 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.

This Security Software License 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. The Licensed Materials are specifically designed and licensed for use solely and exclusively on or in conjunction with TI Devices. By downloading, installing, copying or otherwise using the Licensed Materials and/or Security Information, you agree to abide by the provisions set forth herein and in the attached Non-Disclosure Agreement For the Receipt of TI Security Information (the “Security NDA”). This Agreement and the Security NDA are displayed for you to read prior to using the Licensed Materials and Security Information. If you choose not to accept or agree with these provisions or the provisions of the Security NDA do not download or install the Licensed Materials or the Security Information.

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1. **Definitions.** As used in this Agreement, the following capitalized terms will have the meanings set forth below:
- a. **“Development Keys”** means authentication and encryption keys provided for internal, development use only that are not secret. Any Licensee Products containing the Development Keys would not be secure.
 - b. **“E-fuse” or “E-fusing”** refers to your process whereby you will embed or have embedded your Production Keys into TI Devices to enhance security of Licensee Products, using the Licensed Materials.
 - c. **“Licensed Materials”** means the software programs and any documentation related to the software programs (in each case, in whole or in part) that accompany this Agreement, are set forth in the applicable software manifest and you access “on-line”, as well as any updates or upgrades to such software programs or documentation, if any, provided to you at TI’s sole discretion.
 - d. **“Licensee Product”** means a product that consists of both hardware, including one or more TI Devices, and software components, including only executable versions of the Licensed Materials that execute solely and exclusively on or in conjunction with such TI Devices.
 - e. **“Other Licensed Materials”** means software and associated electronic documentation, if any, licensed under terms other than the terms of this Agreement, including, for example Open Source Software and/or TI-owned or third party Proprietary Software (as defined in 1.e. below) licensed under such other terms.
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- g. **"Production Keys"** means authentication and encryption keys.
- h. **"Security Information"** has the meaning set forth in the Security NDA that follows this Security Software License.
- i. **"TI Devices"** means semiconductor devices manufactured by or for TI.

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 - ii. Object Code Evaluation, Testing and Use License. make copies, display internally, distribute internally and use internally the Licensed Materials in object code for the sole purposes of evaluating and testing the Licensed Materials and designing and developing Licensee Products, and maintaining and supporting the Licensee Products;
 - iii. Demonstration License. demonstrate to third parties the Licensed Materials executing solely and exclusively on or in conjunction with TI Devices as they are used in Licensee Products, provided that such Licensed Materials are demonstrated in object or executable versions only; and
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- b. Contractors. The licenses granted to you hereunder shall include your on-site and off-site contractors (either an individual or entity), while such contractors are performing work for or providing services to you, provided that such contractors have executed work-for-hire agreements with you containing applicable terms and conditions consistent with the terms and conditions set forth in this Agreement and provided further that you shall be liable to TI for any breach by your contractors of this Agreement to the same extent as you would be if you had breached the Agreement yourself.
- c. No Other License. Nothing in this Agreement shall be construed as a license to any intellectual property rights of TI other than those rights embodied in the Licensed Materials provided to you by TI. EXCEPT AS PROVIDED HEREIN, NO OTHER LICENSE, EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER TI INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN.

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- 3. **Covenant not to Sue**. During the term of this Agreement, you agree not to assert a claim against TI or its licensees that the Licensed Materials infringe your intellectual property rights.

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11. Security.

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- a. Registration Requirements. You shall be solely responsible for performing all acts and obtaining all approvals that may be required in connection with this Agreement by the government of the PRC, including but not limited to registering pursuant to, and otherwise complying with, the PRC Measures on the Administration of Software Products, Management Regulations on Technology Import-Export, and Technology Import and Export Contract Registration Management Rules. Upon receipt of such approvals from the government authorities, you shall forward evidence of all such approvals to TI for its records. In the event that you fail to obtain any such approval or registration, you shall be solely responsible for any and all losses, damages or costs resulting therefrom, and shall indemnify TI for all such losses, damages or costs.
 - b. 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.

- 18. Contingencies.** TI shall not be in breach of this Agreement and shall 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.
- 19. Entire Agreement.** This Agreement is the entire agreement between you and TI regarding the subject matter of this Agreement and this Agreement supersedes any prior agreement between the parties in respect of the subject matter of this Agreement. Notwithstanding the foregoing, any signed and effective software license 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.

**Non-Disclosure Agreement
For the Receipt of TI Security Information**

IMPORTANT – PLEASE CAREFULLY READ THE FOLLOWING **Non-Disclosure Agreement for the Receipt of TI Security Information**, 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.

This Non-Disclosure Agreement For the Receipt of TI Security Information (“Security NDA”) is a legal agreement between you and Texas Instruments Incorporated (“TI”). In this Security NDA “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 Security Information you agree to abide by the provisions set forth herein. This Security NDA is displayed for you to read prior to downloading the Security Information. If you choose not to accept or be bound by these provisions, do not download or use the Security Information.

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- (a) all collateral including user guides, training material, presentations, and other documentation relating to the security features in or for semiconductor devices manufactured by or for TI (“**TI Devices**”), that accompany this Security NDA or that is provided in connection with this Security NDA and any updates or upgrades to such documentation, if any, provided to you at TI’s sole discretion; and
- (b) any security-related information disclosed in a semi-private E2E forum hosted by TI.

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2. Purpose. You are authorized to use the Security Information only for the purpose of evaluation and use of TI Device(s) containing security features. Without the express written consent of TI, you shall not use Security 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 Security Information.

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

5. The following paragraphs shall survive the termination, cancellation or expiration of this Security NDA: 3-5, 6-14, 16, and 17.

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

- (a) your employees with a need to know; and

- (b) your on-premises contractors with a need to know.

You shall be responsible for any disclosure or use contrary to the terms of this Security NDA made by any such employees or on-premises contractors, as if you itself had engaged in such unauthorized disclosure or use.

- 7. Covenant not to Sue.** During the term of this Security NDA, you agree not to assert a claim against TI that the Security Information infringes your intellectual property rights.
- 8. Restrictions.** You shall protect the Security 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. You shall not provide Security Information to any internal business organization or group, subsidiary, or third party that designs or manufactures semiconductors unless TI gives prior written consent.
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- 12. Other Opportunities.** Neither party has any obligation under this Security NDA to purchase any product or service from the other party, to offer for sale products using or incorporating the Security 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 Security Information to you as the result of entering into this Security NDA.
- 13. Notices.** All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 13588 North Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Law Department, with a copy sent to tilegalnotices@list.ti.com. All notices shall be deemed served when received by TI.
- 14. Export Control.** The Parties acknowledge and agree that the Security Information and any other item, including software and software source code, disclosed under this Security NDA may be subject to export control laws of the U.S. and other countries. You agree not to export any Security Information or any other item received from TI, or any direct product of such Security Information or item, to any destination or country to which the export of the Security 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 Security Information, item or direct product. Neither party shall sell, export, re-export, transfer, divert or otherwise dispose of any Security 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 Security NDA.
- 15. Assignment.** You may not assign this Security NDA without TI's prior written consent, which shall not be unreasonably withheld. Any attempt to do so without prior written consent shall be ineffective.
- 16. Governing Language.** This Security NDA is written and executed in the English language. If a translation is required for any purpose, including but not limited to registration of the Security NDA pursuant to any governmental law, regulation or rule, you shall be solely responsible for creating such translation. Any translation of this Security NDA 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.
- 17. Governing Law; Severability; Waiver.** This Security NDA 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 Security NDA 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 Security NDA shall continue in full force and effect. This Security NDA 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 Security NDA 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 Security NDA 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 Security NDA shall not be deemed a waiver of future enforcement of that or any other provision in this Security NDA or any other agreement that may be in place between the parties.
- 18. Entire Agreement.** This is the entire agreement between you and TI regarding the subject matter of this Security NDA and this Security NDA supersedes any prior agreement between the parties in respect of the subject matter of this Security NDA. 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 Security NDA. No amendment or modification of this Security NDA 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 Security NDA.