

TEXAS INSTRUMENTS INCORPORATED
TI DESIGN NETWORK MEMBERSHIP AGREEMENT

IMPORTANT – THIS TI DESIGN NETWORK MEMBERSHIP AGREEMENT IS DISPLAYED FOR YOU TO READ PRIOR TO APPLYING FOR MEMBERSHIP TO THE TI DESIGN NETWORK. PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. AFTER YOU READ THIS AGREEMENT, YOU WILL BE ASKED WHETHER YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. DO NOT CLICK "I HAVE READ AND AGREE" UNLESS: (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOURSELF OR YOUR COMPANY (AS APPLICABLE); AND (2) YOU INTEND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF YOURSELF OR YOUR COMPANY (AS APPLICABLE).

1. **Membership.** The TI Design Network Membership Agreement ("**Agreement**") is a legal agreement between You (Company) and Texas Instruments Incorporated, acting on behalf of itself and its subsidiaries (collectively "**TI**") and contains the general terms and conditions that govern Your application, access and use of the TI Design Network. By entering into this Agreement and upon your receipt of a membership approval notice from TI, You become a member of the TI Design Network and are subject to the terms and conditions of this Agreement. Your membership is based on and conditional upon your compliance with this Agreement. TI reserves the right to reject any membership application. Your membership is not transferrable and upon acceptance to the TI Design Network, you agree to receive ongoing communication, including email notifications and program information and updates from the TI Design Network.

2. **TI Design Network Access.** Once approved as a Member to the TI Design Network, a membership approval email message ("**Membership Acceptance**") will be sent to you with instructions and access for creating and editing Your Company's information on the TI Design Network. This access is limited to the authorized editors, designated by You for Your company and You agree not to share such the access information with any third party.

3. Company is a third party supplying products or services compatible with TI's products. TI and Company each maintain websites and printed materials regarding their respective products or services and companies. In order to enhance marketing of their respective products or services and subject to the conditions contained in this Agreement, Company and TI may wish to (i) have a link from TI's website located at <http://www.ti.com/designnetwork> to Company's website as described in **Paragraph 4** below and (ii) have certain Company information ("**Submitted Content**"), uploaded by Company to the TI website, placed on TI's website and in printed TI product literature. Company agrees that the Submitted Content shall be publicly available.

4. Company hereby grants to TI permission to place a link to Company's website on TI's website, thereby facilitating access to all Company information contained on its website ("**Company Website Content**") which is pertinent to TI by visitors to TI's website. Company further grants TI permission to place the Submitted Content, which may include, but is not limited to, the Company's name and logo and certain Company product information on TI's website and in printed TI product literature. The Company website to which the TI link leads shall be a custom page or pages which do not contain information regarding TI's competitors' products, although the website may refer to Company's existing homepage and it is understood that the homepage may allow access to information regarding competitors' products. Company shall have sixty (60) calendar days from the date of Membership Acceptance to create the custom landing page(s) to which the TI link will lead and to provide TI with the URL for the custom site.

TI may discontinue the links to Your company websites or to Company Website Content at any time in TI's sole discretion and without notice to You.

5. **Use of TI Trademarks and Logos.** Subject to Your full compliance with this Agreement, TI hereby consents to Your use of the TI trademarks and logos set forth at http://corp.mkt.corp.ti.com/elements/download_bus_sigs_design_network.shtml, solely on Your advertising and promotional materials. No license or any other right or title in respect of the TI logos, or any other TI trademarks, is granted hereunder. This consent shall not be represented or otherwise construed as a particular TI endorsement of any of Your products or services, either alone or in combination with any TI product or service. You shall use the TI logos and trademarks in conformance with the TI Branding Guidelines for the Licensed Trademarks located at <http://www.ti.com/corp/docs/legal/trademark/trademark.htm> ("**Branding Guidelines**"). TI may modify the TI logos,

trademarks or Branding Guidelines and You shall use the new TI logos, trademarks or new Branding Guidelines on Your advertising and promotional materials within sixty (60) calendar days of notice from TI or within a term set forth by TI in writing. This consent shall be terminable by TI at any time for any or no reason, upon written notice to You. You agree to promptly cease use of TI's logos and trademarks upon receipt of such notice.

6. Representations and Warranties.

- a. You warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement and perform the acts and obligations contemplated by this Agreement, and that the membership profile that You provide to TI is accurate and up to date.
- b. You warrant and represent that any and all Submitted Content and Company Website Content shall be publicly available and are not confidential to You or any third party. Any notice, legend, label or marking to the contrary contained in the Submitted Content shall be without any effect.
- c. You acknowledge that TI is merely providing space on its websites and in its printed literature for You to post the Submitted Content and that You are solely responsible for the Submitted Content and Your Website Content. You represent that (i) none of the Submitted Content and Your Website Content infringes any other party's trademarks, copyrights, or other intellectual property rights, (ii) the Submitted Content and Your Website Content will be free of defamatory content and contain information that is accurate, and (iii) the Submitted Content shall not contain any viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage another's property or adversely affect the operation of another's computer.
- d. You warrant and represent that You will have secured all necessary consents, authorizations, waivers and permissions from any third parties (collectively, "**Third Party Consent**") whose information (including without limitation personal identifiable information) You provide to TI under this Agreement and/or in connection with the TI Design Network. You further represent and warrant that the Third Party Consent will include an express permission for TI to use such third party information for any marketing, advertising or other purposes and to provide such third party information to TI's business partners when TI believes such third party's business interests will be served. It is expressly clarified that any use and disclosure of such third party information will be made by TI in compliance with its Privacy Policy (as defined in **Section 9**).

7. Confidential Information. Any disclosure of confidential information that may be exchanged between You and TI shall be governed by a separate Non-Disclosure Agreement between You and TI. For the avoidance of doubt, any information, materials, documents, etc. that You provide to TI under this Agreement or in connection with the TI Design Network will not be treated as confidential information unless it is clearly marked "Confidential", "Proprietary" by You and includes a reference as being subject to a specific Non-Disclosure Agreement.

8. Notices; Inquiries. All notices shall be deemed served when received by TI. All inquiries regarding this Agreement and/or the TI Design Network shall be made via email and sent to TIDNinfo@ti.com.

9. Entire Agreement; Amendment. You agree to abide by TI's website Terms of Use located at <http://www.ti.com/corp/docs/legal/termsfuse.htm> ("**Terms of Use**") and TI's Website Privacy Policy located at <http://www.ti.com/corp/docs/legal/privacy.shtml> ("**Privacy Policy**"). The Terms of Use and the Privacy Policy are incorporated herein by this reference and become part of this Agreement. This Agreement represents the entire agreement between You and TI and this Agreement supersedes any prior or contemporaneous understandings or agreement between the parties related to the subject matter of this Agreement. In the event of any conflict between this Agreement and the Terms of Use or the Privacy Policy, the terms of this Agreement shall prevail to the extent as it relates to the TI Design Network and your membership in the TI Design Network. No amendment or modification of this Agreement will be effective or binding on TI unless made in writing and signed by a duly authorized representative of TI.

10. This Agreement shall continue until terminated by discontinuance of the TI Design Network and link by TI (other than temporary technical malfunction) or by mutual agreement of the parties.

11. This document constitutes the entire agreement of the parties as to its subject matter and it may only be modified by an instrument in writing and signed by authorized representatives of both parties.