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Please read the following agreement and then click the link below to complete the export control form and download the data sheet. Clicking the link denotes acceptance of this NDA.

[TM4E129BNCZAD NDA Data Sheet](#)

**Non-Disclosure Agreement
For
TI Tiva TM4E129x Data Sheet**

IMPORTANT – PLEASE READ THE FOLLOWING NON-DISCLOSURE AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT. DO NOT CLICK THE LINK UNLESS: (1) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO THE TERMS OF THIS NON-DISCLOSURE AGREEMENT ON BEHALF OF YOURSELF OR YOUR COMPANY (AS APPLICABLE); AND (2) YOU INTEND TO BE BOUND BY THE TERMS OF THIS NON-DISCLOSURE AGREEMENT ON BEHALF OF YOURSELF OR YOUR COMPANY (AS APPLICABLE).

Important – Read carefully: This Tiva TM4E129x Data Sheet Non-Disclosure Agreement (“**Agreement**”) is a legal agreement between you (either an individual or legal entity) (“**Recipient**”) and Texas Instruments Incorporated (“**TI**”). The “**Confidential Materials**” subject to this Agreement include the TM4E129x Data Sheet (in whole or in part) that accompanies this Agreement and which you access “on-line”, as well as any updates or upgrades to such documentation, if any, provided to you at TI’s sole discretion. The Confidential Materials are specifically designed and Confidential for use solely and exclusively with semiconductor devices manufactured by or for TI (“**TI Devices**”). By installing, copying or otherwise using the Confidential Materials you agree to abide by the provisions set forth herein. This Agreement is displayed for you to read prior to using the Confidential Materials. If you choose not to accept or agree with these provisions, do not download or use the Confidential Materials.

This Agreement is effective on the date the Confidential Materials are delivered to you together with this Agreement and will remain in full force and effect until terminated. You may terminate this Agreement at any time by written notice to TI. Without prejudice to any other rights, if you fail to comply with the terms of this Agreement or you are acquired, TI may terminate your right to use the Confidential Materials upon written notice to you. Upon termination of this Agreement, you will destroy any and all copies of the Confidential Materials in your possession, custody or control and provide to TI a written statement signed by your authorized representative

certifying such destruction. All provisions of this Agreement shall survive termination of this Agreement. This Agreement is subject to TI's Online Privacy Policy, except that if TI has obligations to its Licensors to disclose your Personal Data to those Licensors, this disclosure will occur without your consent. You agree not to disclose the existence or substance of this Agreement to anyone unless required by applicable law or regulation.

- 1. Interpretation.** For the purposes of this Agreement “Proprietary Information” or “Confidential Material” means any and all information which the Recipient has obtained or obtains from TI or a person expressly authorized by TI to disclose it to the Recipient, including without limitation the TM4E129x Data Sheet and its data, know-how, formulae, processes, designs, drawings, photographs, specifications, and any other material bearing or incorporating any information relating to TI's Tiva TM4E129x devices, which is disclosed to you for the purpose of being able to program and use the TI Tiva TM4E129x device and its peripherals.
- 2. Undertakings of the Recipient.** In consideration of TI disclosing Proprietary Information to the Recipient, the Recipient undertakes that it will not:

 - 2.1 without the express written consent of TI communicate or otherwise make available the Proprietary Information to any third party (other than an employee or contractor of the Recipient who requires the information for the purposes for which it was disclosed and then only if the employee or contractor is bound by conditions of secrecy no less strict than those set out in this Agreement, which conditions the Recipient agrees to enforce at the request of TI);
 - 2.2 use any Proprietary Information other than for the purposes for which it was disclosed;
 - 2.3 reproduce the Proprietary Information except as reasonably necessary for the Purpose. If the Recipient reproduces all or any part of, or further discloses any Proprietary Information the Recipient will not remove or obscure any confidential marking or confidential notices or legends, if any, that appear in the originals thereof.
 - 2.4 treat or use the Proprietary Information with less than the same degree of care and confidentiality as it treats its own confidential information, provided such care is at least reasonable.
 - 2.5 develop MCU devices or portions of MCU devices, or develop or enhance the intellectual property used in such TI Tiva TM4E129x devices, or market such intellectual property.
- 3. Material.** The above obligations shall also apply to any sample, prototype, project design, article or documentation incorporating, based on, or derived from the Proprietary Information, or any part of it, whether or not provided by TI and whether or not made by the Recipient in the course of its supply of the goods or services to TI (“Material”).

4. **Warranty.** TI warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION IN ANY FORM PROVIDED UNDER THIS AGREEMENT IS PROVIDED “AS IS” AND WITH ALL FAULTS.
5. **Exceptions.** The above obligations shall not apply to any information which the Recipient can show:
 - 5.1 was already known by the Recipient or in the Recipient’s possession prior to disclosure by TI; or
 - 5.2 has been rightfully received from a third party without a duty of confidentiality; or
 - 5.3 is or becomes generally available to the public through no act or default of the Recipient or its agents or employees; or
 - 5.4 is independently developed by the Recipient without any use or knowledge of TI’s Proprietary Information.
6. **Court Order.** If Recipient is required to disclose Confidential Information to a government body or court of law, Recipient agrees to give TI sufficient advance notice to enable TI the opportunity to contest the disclosure or obtain a protective order.
7. **Inclusions.** Without prejudice to the generality of Section 5, and for clarity and the avoidance of doubt, if Confidential Information consists of elements, some of which fall with one or more exception, and others of which are not subject to any exception, only those portions that fall within an exception are exempt from the Confidentiality provisions, and the other elements must be kept Confidential. If the elements of the foregoing Confidential Information cannot be separated, then the entire combination of elements that make up the Confidential Information are subject to the most restrictive Confidentiality provisions applicable to any element(s).
8. **Return of Proprietary Information.** The Recipient shall, if so requested by TI, at any time, return to TI any and all Proprietary Information and Materials provided to Recipient, if any, whereupon the Recipient’s rights to use the same shall cease.
9. **Intellectual Property**
 - 9.1 The rights in and to all intellectual property (including without limitation patents, trademarks, copyright, registered designs and unregistered designs rights) that is developed or generated individually by TI or its licensors, or by the Recipient and TI or its licensors after reviewing the TI or licensor Proprietary Information shall

belong exclusively to TI or its licensors, unless otherwise agreed in writing by an authorized representative of TI or its licensors.

- 9.2 Neither this Agreement nor TI's or its licensors' disclosure of TI Proprietary Information shall be deemed by implication or otherwise to vest in the Recipient any rights in any intellectual property or other property of TI or its licensors.
- 9.3 This Agreement does not by implication or otherwise vest in TI or its licensors any rights in any pre-existing intellectual property of Recipient. Any intellectual property which is independently developed by the Recipient without any use or knowledge of, or reference to, the Proprietary Information, shall belong to the Recipient.
- 9.4 The Confidential Materials provided or disclosed to Recipient under this Agreement contain copyrighted material, trade secrets and other proprietary information of TI and its licensors and are protected by copyright laws, international copyright treaties, and trade secret laws, as well as other intellectual property laws.
- 10. No Obligation to Deal.** Nothing in this Agreement shall be construed as providing a commitment by TI to purchase any goods or services from the Recipient or to enter into any further agreement with the Recipient, nor to enter a business relationship with the other party, or to refrain from engaging in a relationship with any third party. The parties will enter into a separate agreement should they wish to create a sales/purchase or development arrangement.
- 11. Similar Opportunities.** Nothing in this Agreement shall be construed as a representation that either party will not independently pursue similar opportunities, provided that the obligations of this Agreement are not breached.
- 12. Assignment.** Either party's attempted assignment of this Agreement, whether directly, by change in control or by operation of law, shall be ineffective unless affected with the other party's written consent. Further, this Agreement states the entire agreement between the parties as to its subject matter and merges and supersedes all previous communications with respect to their obligations of confidentiality and no addition to or modification of this Agreement will be binding on either party, unless reduced to writing and signed by each party.
- 13. Liability Limitations.** IN NO EVENT SHALL TI OR ITS LICENSORS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE CONFIDENTIAL MATERIALS REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF

DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, OR LOSS OF USE OR INTERRUPTION OF BUSINESS. IN NO EVENT WILL TI'S OR ITS LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE CONFIDENTIAL MATERIALS EXCEED FIVE HUNDRED U.S. DOLLARS (US\$500).

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, the above limitations or exclusions may not apply to you.

- 14. Indemnification Disclaimer.** YOU ACKNOWLEDGE AND AGREE THAT TI SHALL NOT BE LIABLE FOR AND SHALL NOT DEFEND OR INDEMNIFY YOU AGAINST ANY THIRD PARTY INFRINGEMENT CLAIM THAT RELATES TO OR IS BASED ON YOUR MANUFACTURE, USE, OR DISTRIBUTION OF THE CONFIDENTIAL MATERIALS OR YOUR MANUFACTURE, USE, OFFER FOR SALE, SALE, IMPORTATION OR DISTRIBUTION OF YOUR PRODUCTS THAT INCLUDE OR INCORPORATE THE CONFIDENTIAL MATERIALS.
- 15. Notices.** All notices to TI hereunder shall be delivered to Texas Instruments Incorporated, 12500 TI Boulevard, Mail Station 8723, Dallas, Texas 75243, Attention: Contracts Manager – Embedded Processing, with a copy to Texas Instruments Incorporated, 13588 N. Central Expressway, Mail Station 3999, Dallas, Texas 75243, Attention: Law Department – Embedded Processing. All notices shall be deemed served when received by TI.
- 16. Export Control.** The Confidential Materials are subject to export control under the U.S. Commerce Department's Export Administration Regulations (“**EAR**”). Unless prior authorization is obtained from the U.S. Commerce Department, neither you nor your subsidiaries shall export, re-export, or release, directly or indirectly (including, without limitation, by permitting the Confidential Materials 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 person, destination or country to which the export, re-export, or release of the technology, software, or software source code, or direct product is prohibited by the EAR. You represent and warrant that you (i) are not located in, or under the control of, a national or resident of Cuba, Iran, North Korea, Sudan and Syria or any other country subject to a U.S. goods embargo; (ii) are not on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List; and (iii) will not use the Confidential Materials or transfer the Confidential Materials for use in any military, nuclear, chemical or biological weapons, or missile technology end-uses. Any software export classification made by TI shall not be construed as a representation or warranty regarding the proper export classification for such software or whether an export license or other documentation is required for the exportation of such software.
- 17. Governing Law and Severability; Waiver.** This Agreement 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 Agreement 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 Agreement shall continue in full force and effect. 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). The parties agree that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement 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. Failure by TI 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.

18. PRC Provisions. If you are located in the People’s Republic of China (“**PRC**”) or if the Confidential Materials will be sent to the PRC, the following provisions shall apply:

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 and shall be authoritative and controlling, whether or not translated into a language other than English to comply with law or for reference purposes. If a translation of this Agreement is required for any purpose, including but not limited to registration of the Agreement pursuant to any governmental laws, regulations or rules, you shall be solely responsible for creating such translation.

19. Entire Agreement. This is the entire agreement between you and TI and this Agreement supersedes any prior agreement between the parties related to the subject matter of this Agreement. Notwithstanding the foregoing, any signed and effective Non-disclosure 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.

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TI warrants performance of its components to the specifications applicable at the time of sale, in accordance with the warranty in TI's terms and conditions of sale of semiconductor products. Testing and other quality control techniques are used to the extent TI deems necessary to support this warranty. Except where mandated by applicable law, testing of all parameters of each component is not necessarily performed.

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In some cases, TI components may be promoted specifically to facilitate safety-related applications. With such components, TI's goal is to help enable customers to design and create their own end-product solutions that meet applicable functional safety standards and requirements. Nonetheless, such components are subject to these terms.

No TI components are authorized for use in FDA Class III (or similar life-critical medical equipment) unless authorized officers of the parties have executed a special agreement specifically governing such use.

Only those TI components which TI has specifically designated as military grade or "enhanced plastic" are designed and intended for use in military/aerospace applications or environments. Buyer acknowledges and agrees that any military or aerospace use of TI components which have **not** been so designated is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

TI has specifically designated certain components as meeting ISO/TS16949 requirements, mainly for automotive use. In any case of use of non-designated products, TI will not be responsible for any failure to meet ISO/TS16949.

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