

API third-party developer Terms of Use

Introduction and Purpose

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If You use TI APIs as an interface to, or in conjunction with other TI products or services, the terms or licenses for those other products or services also apply.

1. Your use of TI APIs.

You must access and use TI APIs in accordance with the API Terms and this Addendum. You may only use TI APIs to develop, maintain and operate applications (“Applications”) that connect to TI APIs on behalf of TI customers that have been duly authorized by TI to utilize TI APIs and have engaged You to provide API integration services (the “API End User”). Your Applications may only transmit TI Data in real time or near real time between TI and the API End User, provided that, if Your Application displays TI Data to the API End User via an interface offered and maintained by You, You shall be permitted to retain the minimal amount of TI Data reasonably necessary to satisfy the requests of the API End User, only for so long as reasonably necessary, and only for the purposes displaying such TI Data to the API End User. You will require the API End User to comply with, and not knowingly enable them to violate, applicable law, regulation or the API Terms. TI shall not be party to any applicable Application terms between You and the API End User and You are responsible for providing all support to the API End User with respect to Your Application. You acknowledge that TI has no obligation to provide support for the Application and You shall not represent to the API End User that TI is available to provide such support.

2. Prohibitions and restrictions on use of TI APIs.

You will not, and will not assist or enable others to: (a) scrape, mine, build databases, or otherwise create permanent copies of TI Data, (b) store TI Data for a period longer than is reasonably necessary to satisfy the requests of the API End User (c) create or offer products or services based in whole or in part on TI Data or the analysis of TI Data, (d) use TI APIs or TI Data for purposes of migrating the API End User away from TI products and offerings, (e) request from TI APIs more than the minimum amount of data that Your Application needs to meet the requests of the API End User, (f) make Your Application available to parties other than the API End User, (g) falsify or alter any unique referral identifier or otherwise obscure or alter the source of queries coming from Your Application or (i) otherwise use TI APIs or TI Data in violation of this Addendum or the API Terms.

3. Security; Monitoring; Audit

You warrant that your Application has been developed in accordance with industry security standards to operate with TI APIs in a secure manner. TI may use technology to monitor, detect, prevent or limit the impact of any issues that may be caused by your Application. For purposes of monitoring and demonstrating Your compliance with this Addendum and the API Terms, you shall; (a) provide TI (or a third-party designated by TI) with reasonable access to your Application, (b) respond to any questions or questionnaires by TI related to Your compliance and you shall certify such responses upon reasonable request by TI, and (c) upon reasonable request from TI, permit an internal or independent auditor selected by TI to audit any records or activity related to Your Application or Your use of TI APIs and you shall cooperate with any such audit requests.

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c. Indemnity. You will hold harmless and indemnify TI from any claim, suit or action arising from or related to Your Application, Your use of TI APIs or TI Data or Your violation of this Addendum or the API Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees.

5. Miscellaneous

If any provision of this Addendum 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 Addendum, and the remainder of this Addendum will continue in effect. TI may modify this Addendum or any portion at any time, for example, to reflect changes to the law or changes to TI APIs. Please review this Addendum on TI.com regularly. If You do not agree to the modified Addendum, You should discontinue Your use of TI APIs. Your continued use of TI APIs constitutes Your acceptance of the modified Addendum.

Acknowledged and agreed by a duly authorized representative of the signor below:

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

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