

ELECTRONIC DATA INTERCHANGE (EDI)

This is an Electronic Data Interchange Agreement ("Agreement") anticipating the future issuance and transmission by electronic means of purchase orders ("Orders"), acknowledgements, and other information between TEXAS INSTRUMENTS INCORPORATED, Semiconductor Group ("Seller") and

("Buyer"). Buyer and Seller shall be collectively referred to as "EDI Participants".

1. TERM

This Agreement shall become effective as of the date of its acceptance by both parties hereto, and shall continue in effect until terminated by either party upon sixty (60) days' prior written notice to the other. The termination of this Agreement shall not affect the obligations of either party to the other under any acknowledged Orders existing at the time of termination of this Agreement.

2. EDI OPERATIONS

Technical operational details necessary to implement the EDI relationship contemplated herein such as defining transaction standards and sets and selection of third party networks shall be mutually agreed upon and followed by the parties in good faith using reasonable efforts. They do not need to be signed as a supplement to this Agreement. The parties authorize the below individuals to approve for them respectively any procedural or administrative details which are necessary to implement the EDI order entry and acknowledgement process:

For Seller:

For Buyer:

3. GENERAL TERMS AND CONDITIONS FOR PURCHASES AND SALES

This Agreement does not express or imply any commitment to purchase or sell goods or services.

This Agreement is to be considered part of any other written agreement referencing it. The transactions made pursuant to this Agreement shall be subject to the terms and conditions

contained in any applicable written agreements between the parties or such other terms and conditions as may be then-current between the parties.

4. EDI TRANSACTIONS ENFORCEABILITY

EDI Participants agree that all rights, duties and obligations which would accrue upon receipt of data in the form of paper documentation shall also accrue upon receipt of the data in electronic form via EDI. Further, they agree: (1) that neither party shall contest the admissibility of paper documentation copies of electronically transmitted data under the business records exception to the hearsay rule, or the best evidence rule, or the Statute of Frauds, on the basis that the data were not originated or maintained in documentary form, or that the data do not constitute a signed writing by a party intending to be bound thereby; (2) that company identifiers such as DUNS numbers in data transmission fields or network access identification codes shall constitute prima facie evidence of which EDI Participant sent a transmission; and (3) that copies of the transmitted and received data, mechanically or electronically stored by either party, shall constitute evidence of the intended contents of the orders, acknowledgement, transactions, and other information covered by this Agreement, if they are machine readable and capable of reproduction into printed human readable form on paper.

5. THIRD PARTY PUBLIC DATA NETWORK (PDN) USE

Unless otherwise agreed, each EDI participant is responsible for establishing its own agreements with third party networks. Unless otherwise agreed, connect time and any other charges of the third party network shall be paid for by the party initiating each communication.

6. TRANSMISSION ERRORS

Each EDI Participant is to have in place reasonable controls to assure timely handling of EDI transmissions and to promptly contact the sending agent for corrective action in the event of a transmission error, such as an unintelligible or garbled transmission.

7. SECURITY DUTIES

Each party is solely responsible for the selection, implementation, and maintenance of appropriate security products, tools, tests and procedures sufficient to meet its requirements for protecting its programs and data from improper access, loss, alteration, or destruction.

Each party agrees to treat as proprietary and not to provide or otherwise make available the whole or any portion of the other party's network procedures, passwords, or computer telephone numbers to any person other than to EDI Participant's employees who need to know, without prior written consent from the other party. Each party agrees that its access to the other party's network, if any, will be limited and agrees not to try to exceed the scope of authorized access. If the scope is exceeded by a party, it will promptly notify the other party. Each party agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees who are

permitted access to the aforementioned items to notify them of EDI Participant's and their individual obligations under this Agreement.

Each party agrees that any other network procedure information and data transmitted to the other party shall not be considered as proprietary information unless a separate nondisclosure agreement or clause covering same is signed by the parties prior to disclosure or is covered by then-current general terms and conditions between the parties.

8. REMEDIES AND DAMAGES LIMITATION

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF THE ELECTRONIC TRANSMISSION OF ORDERS, ACKNOWLEDGEMENTS OR OTHER DATA HEREUNDER.

9. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any act of God or other cause beyond such party's reasonable control, including without limitation, any mechanical, electronic or communications failure which prevents electronic transmission or receipt of data.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date(s) shown below.

TEXAS INSTRUMENTS INCORPORATED
Semiconductor Group

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____