

**AMENDMENT NO. 1  
TO  
DESIGN MATERIALS AGREEMENT  
#72296**

**Texas Instruments Incorporated ("TI") and University of Puerto Rico—Mayaguez Campus ("University")** have previously entered into a Design Materials Agreement, #72296, effective May 24, 2013 ("Agreement");

The parties hereby agree to amend Section 1 of the Agreement as follows:

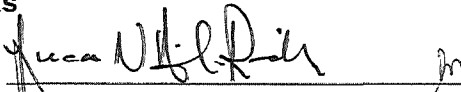
1. Term. The "Effective Date" of this Agreement is May 24, 2013. The term of this Agreement shall be for **two** calendar years from the Effective Date unless terminated in accordance with Section 16 hereof.

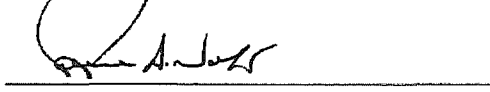
Except as hereinabove amended, the provisions of the Agreement remain unchanged and fully effective.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officials effective on the 20<sup>th</sup> day of May, 2014 regardless of the date of signature below. A faxed signature or electronic copy shall have the same legally binding effect as an original signature.

**University of Puerto Rico-Mayaguez  
Campus**

**Texas Instruments Incorporated**

By: 

By: 

Name: Lucas N. Avilés Rodríguez

Name: Paul A. Nolte

Title: Acting Chancellor

Title: Manager, Contract Administration

Date: May 20, 2014

Date: May 20, 2014

DMA #72296 a1

Please Scan All Pages of the Agreement as a .PDF File and e-mail to  
legal\_contractadmin@ti.com

**Design Materials Agreement**  
**72296**

This Design Materials Agreement ("Agreement") is made and entered into by and between Texas Instruments Incorporated, on behalf of itself and its wholly-owned subsidiaries, with a place of business at 12500 TI Boulevard, Dallas, Texas 75243 ("TI"), University of Puerto Rico – Mayaguez Campus, located at UPR/Dept Ing Electrica, Estefani Bldg, Recinto de Mayaguez Ste. 224, Mayaguez PR 00680 ("University"). Each individually a "Party" or collectively the "Parties".

WHEREAS, it is TI and the University desire for the terms of this Agreement to govern the University's access to and use of any Design Materials received by the University from TI after the Effective Date of this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The "Effective Date" of this Agreement is MAY 24, 2013. The term of this Agreement shall be for one calendar year from the Effective Date unless terminated in accordance with Section 16 hereof.
2. **Design Materials.** "Design Materials" are design software, design tools, data, documentation and supporting items, together with all information related thereto, as set forth in Appendix I attached to this Agreement
3. **Intentionally left blank.**
4. **Permitted Purpose(s).** TI hereby provides to the University the limited right to use the Design Materials, pursuant to the terms and conditions of this Agreement, solely for (a) designing or developing, for academic research purposes, an integrated circuit or a portion of an integrated circuit that TI will manufacture or have manufactured for the benefit of TI, (b) debugging, for academic research purposes, a design tool that TI or a customer of TI will use in the design or development of an integrated circuit that TI will manufacture or have manufactured for the benefit of TI, (c) using the Design Materials in connection with research specified in a separate research agreement between TI and University or in a separate charitable gift letter from TI to University (collectively, the "Purpose"). The University acknowledges and agrees that it will use the Design Materials solely for the Purpose and will not use the Design Materials for any other purpose. The University shall not use the Design Materials to design, develop, fabricate, test or otherwise modify any semiconductor device fabricated by or for an entity other than TI. Notwithstanding anything in this Agreement, including this Section 4, the University acknowledges and agrees that they will not use any Design Materials owned by a third party for any purpose or in any manner that is prohibited by any applicable Third Party Special Terms and Conditions that are set forth on Appendix I.



As used herein, the term "Contractor" means an individual who provides on-site contract labor or contract services to the University and does not include any company, organization, or other entity.

(a) Employees, students and/or Contractors of the University who have a need to know for the Purpose are authorized to receive necessary portions of the Design Materials provided that each such employee, student or Contractor is bound by a confidentiality agreement with the University that is no less restrictive than this Agreement and that is consistent with the terms of this Agreement.

(b) University understands and agrees that it is fully liable and responsible to TI and to TI's suppliers/licensors for University's students' and Contractors' use of or access to any Design Materials as if such students' and Contractors were University's own employees, and any claims or damage to TI or TI's suppliers/licensors that results from University's students' or Contractors' use or access to the Design Materials shall be treated under this Agreement as if such claims or damages resulted from use or access by an employee of the University.

(c) University warrants and represents that it has, or will have, prior to any employee's, student's or Contractor's access to any Design Materials, valid and sufficient arrangements or agreements with such employees, students or Contractors such that the ownership of any and all inventions made by such employees, students or Contractors vests in University.

#### 9. **Exceptions to Confidentiality.**

Sections 7 and 8(a) of this Agreement impose no obligation of confidentiality on University with respect to an item of information received hereunder to the extent that such item of information:

- (a) was already known to University without any duty of confidentiality;
- (b) is or becomes a matter of public knowledge through no act of University;
- (c) is rightfully received by University from a third party without any duty of confidentiality; or
- (d) is independently developed by University.

10. **No Publicity.** If University is required to disclose any Design Materials to a government body or court of law, University agrees to give TI sufficient advance notice to enable TI to contest such disclosure or obtain a protective order covering such disclosure. This Agreement itself is confidential and proprietary. University shall not announce or disclose the existence of this Agreement or its terms and conditions to any third party, or advertise or release any publicity regarding this Agreement or its terms and conditions without the prior written consent of TI.

#### 11. **Disclaimers and Exclusion of Damages.**

(A) ALL DESIGN MATERIALS PROVIDED HEREUNDER ARE FURNISHED STRICTLY "AS-IS" AND "WITH ALL FAULTS". TI MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE DESIGN MATERIALS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL TI, OR ANY APPLICABLE TI SUPPLIER/LICENSOR, BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, THE DESIGN MATERIALS OR THE USE OF THE DESIGN MATERIALS REGARDLESS OF WHETHER TI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED USD \$500.00.

(B) UNIVERSITY UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

TI makes no warranty or representation that it will maintain production or use of any semiconductor process, semiconductor device, or other hardware or software with which the Design Materials may be used. Notwithstanding any design support or recommendations that TI may provide, University acknowledges that it is solely responsible for its application and, especially in cases of any potentially hazardous application, University is solely responsible for providing appropriate "fail-safe" mechanisms, redundant safeguards and/or other safety measures as may be necessary, recognizing the possibility of failure of the semiconductor device.

12. **No Intellectual Property Rights Granted.** University acknowledges and agrees that TI will have no obligation to provide Design Materials to the University nor to maintain any Design Materials provided to the University after the Effective Date of this Agreement. Except for the limited right to use the Design Materials as set forth herein, nothing in this Agreement shall be construed as granting or conferring any rights by license, patent, or any other industrial or intellectual property right of TI, its suppliers/licensors or any other third party, expressly, impliedly, or otherwise, to use the Design Materials in any finished end-user or ready-to-use final product, or for any invention, discovery or improvement made, conceived or acquired after the Effective Date of this Agreement. EXCEPT AS PROVIDED HEREIN, NO OTHER RIGHTS EXPRESS OR IMPLIED, BY ESTOPPEL OR OTHERWISE, TO ANY OTHER TI INTELLECTUAL PROPERTY RIGHTS IS GRANTED HEREIN.

13. **Other Opportunities.** Nothing in this Agreement shall be construed as a representation by any Party that it will not independently pursue similar opportunities, or



refrain from engaging in a relationship with any third party, provided that the obligations of this Agreement are not breached.

#### 14. Export Control.

(a) University hereby agrees that, unless any necessary prior authorization is obtained from the U.S. Department of Commerce, University and any of its affiliates, shall knowingly export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from TI, or export, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination, including any sites owned or controlled entirely or in part by the University or to any country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. The assurances provided for herein are furnished to TI in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.

(b) The University further agrees to obtain any necessary export license or other documentation prior to the exportation, re-exportation or release of any product, technical data, software or software source code received from TI or any direct product of such technical data, software or software source code. Accordingly, the University shall not sell, export, re-export, release, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries, including any sites owned or controlled entirely or in part by the University, prohibited by U.S. or applicable non-U.S. laws. Further, the University shall give notice of the need to comply with such laws and regulations to any person, firm, or entity, including any sites owned or controlled entirely or in part by the University, which it has reason to believe is obtaining any such product, technical data, software or software source code with the intention of exportation. The University shall secure, at its own expense, such licenses and export and import documents as are necessary for to fulfill its obligations under this Agreement. If necessary government approvals cannot be obtained by the University, TI may terminate this Agreement immediately.

(c) For purposes of compliance with applicable export control laws and regulations, the University hereby represents to TI that the Design Materials will be used only for the Purpose. Without limiting the generality of the foregoing, the University specifically agrees that they shall not transfer or release any Design Materials, products, technology, software or software source code of TI or its suppliers/licensors to, or for use by, military end users or for use in military, missile, nuclear, biological or chemical weapons end uses.

(d) Any Design Materials export classification made by TI, if any, shall be for TI's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such Design Materials or whether an export license or other documentation is required for the exportation of such Design Materials.

(e) Notwithstanding anything in this Section 14, the University acknowledges and agrees that it will not access or use any Design Materials at any location that is prohibited by any terms or conditions of use relating to such Design Materials that are or have been communicated by TI (including any such terms and conditions that are contained in any applicable Third Party Special Terms and Conditions).

15. **Assignment.**

No attempted assignment of this Agreement, either in whole or in part, whether directly, by change in control or by operation of law, will be effective unless made with the other Party's written consent.

16. **Termination and Survival.** Either Party may terminate this Agreement upon provision of ten (10) days prior written notice to the other Party. The following sections shall survive the termination of this Agreement: 4, 6, 7, 8(b), 10 – 12, 14 – 19 in addition to any Third Party Special Terms and Conditions that by their nature should survive.

17. **No Public Software.** The University shall not incorporate or combine the Design Materials, or any portion thereof, with any Public Software in such a way that would cause the Design Materials, or any portion thereof, to be subject to all or part of the license obligations or other intellectual property related terms with respect to such Public Software, including but not limited to; the obligations that the Design Materials, or any portion or derivative thereof, incorporated into or combined with such Public Software (a) be disclosed or distributed in source code form, be licensed for the purpose of making derivatives of such software, or be redistributed free of charge, contrary to the terms and conditions of this Agreement, or (b) be otherwise used or distributed in a manner contrary to the terms and conditions of this Agreement. As used in this section, "Public Software" means any software that contains, or is derived in whole or in part from, any software distributed as free software, open source software, or under a similar licensing or distribution model, including but not limited to software licensed under the following or similar models: (i) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards Source License (SISL), (vii) the Apache Server license, (viii) QT Free Edition License, (ix) IBM Public License, and (x) BitKeeper.

18. **INDEMNIFICATION.** FOR ANY TYPE OF CLAIM ARISING FROM OR RELATED TO THE UNIVERSITY'S USE OF THE DESIGN MATERIALS, OR ANY PORTION THEREOF, IN VIOLATION OF THIS AGREEMENT, AND FOR ANY OTHER VIOLATION HEREOF, THE UNIVERSITY WILL INDEMNIFY AND HOLD TI HARMLESS AGAINST ANY DAMAGES, LIABILITIES AND COSTS FINALLY AWARDED AGAINST TI OR AGREED TO BY THE UNIVERSITY AS



SETTLEMENT OR COMPROMISE, AND WILL DEFEND ANY SUCH CLAIM, SUIT OR PROCEEDING BROUGHT AGAINST TI.

19. **No Waiver and Form of Notice.**

(a) TI expressly reserves all rights and remedies that are available to it at law or equity. Any failure of TI to enforce any of the provisions of this Agreement at any time, or for any period of time, shall not constitute a waiver of such provisions nor of TI's right to enforce each and every provision.

(b) Any notice relating to this Agreement shall be deemed given when sent by registered mail or recognized overnight courier service, with proof of delivery to the carrier or courier, to the other Party at the address listed on the front page of this document; notices to TI should also include a copy to the attention of the General Counsel at the same address.

The Parties hereto have duly caused this Agreement to be executed by their duly authorized representatives below as of the Effective Date of this Agreement. A faxed, scanned, or other electronic copy of the signature below by a duly authorized representative of either Party hereto shall have the same legally binding effect as an original signature.

**Texas Instruments Incorporated**

**University of Puerto Rico -  
Mayaguez Campus**

By:



By:



Name: Paul A. Nolte


Name: Dr. Andrés Calderón

Title: Manager, Contract Administration

Title: Interim Chancellor at UPRM

Date: 10 JUN. 2013.

Date: \_\_\_\_\_

  
Walter F. Silva  
R&D Center Director

## APPENDIX I

### TI Design Materials:

TI LBC7 Process Design Kit including cell library, digital library,  
rules, models and documentation  
ECCN: EAR99

TI SW Tools ACS-Lite  
ECCN: EAR99

TI SW Tools AME  
ECCN: EAR99

TI SW Tools Analog Circuit Studio  
ECCN: EAR99

TI SW Tools ANTCHK  
ECCN: EAR99

TI SW Tools HPA Skill Overlay  
ECCN: EAR99

TI SW Tools TISpice3  
ECCN: EAR99

TI SW Tools TISpice4  
ECCN: EAR99

Third Party owned Design Materials: NONE

Third Party Special Terms and Conditions: NONE