

## CC26XX Module Certification Request Form (Change in ID / Change in Multiple Listing)

\* Required

Please answer the following questions to continue your registration:

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### Certification transfer request form (Change in ID / Change in Multiple Listing)

**Instructions:** Please complete the form below as a requestor on behalf of the company seeking an equipment authorization. Your submission of a request using this form does not mean TI is required to review or accept it. TI customers are solely responsible for their due diligence, testing, qualification, equipment authorizations, and regulatory compliance that may be necessary for their products. Failure to complete all fields completely and correctly may result in denial of the request, require follow-up, and/or you may be required to resubmit your request. Information you submit using this form is on a voluntary basis. **Information submitted by you or otherwise received by TI will be treated on a non-confidential basis.**

- Please email your completed Module Certification Request Form to [simplelinkbmaterialuserequest@list.ti.com](mailto:simplelinkbmaterialuserequest@list.ti.com)
- Please include the following in the email's subject field: Module Certification Request Form
- Please sign the Use Agreement at the end of page 7.

- 1 Requestor first name
- 2 Requestor last name
- 3 Full name of Company seeking equipment authorization
- 4 Requestor's email address
- 5 Requestor's phone number
- 6 Company's registered address - Street address  
Company's registered address - Street address line 2
- 7 Company's registered address - City
- 8 Company's registered address - State / Province / Region

9 Company's registered address - Country

10 Company's registered address - Zip / Country Code

11 Full name of the test house that the Company will use in connection with its own equipment authorization

12 Mailing address of the test house

13 Full URL of the test house website

14 Full name and contact information (including email address and phone number) of Company's contact at its test house

15 Full name and contact information (including email address and phone number) of Company's Telecommunications Certification Body

16 TI part number(s) and existing certification number(s) for which your Company is seeking equipment authorization(s)

**CC2650MODAMOH**

FCC ID: ZAT26M1

ISED ID: 451H-26M1

17 Name of person at Company seeking equipment authorization with signing authority at FCC/ISED

18 Title

19 Email address:

20 Phone number:

21 What type of filing is Company requesting?

Change in ID

Change in Multiple Listing

Both – Change in ID and Change in Multiple Listing

Other

a) Please enter your FCC customer manufacturing number (Note: this is the customer's end product number, not the TI module part number)

b) Please enter your FCC customer certification number (Note: this is the customer's FCC ID number, not the TI FCC ID number)

- c) Please enter your ISED customer manufacturing number (Note: this is the customer's end product number, not the TI module part number)
  - d) Please enter your ISED customer Hardware Version Identification number [HVIN]. (Note: this is the customer's HVIN number, not the TI HVIN number)
  - e) Please enter your ISED customer certification number (Note: this is the customer's ISED ID number, not the TI ISED ID number)
- 22 Detailed description of need for request and any contemplated permissive change(s) to be made by Company
- 23 Description(s) of end application(s)
- 24 Markets in which your Company plans on marketing Company's developed end equipment
- 25 Company's production schedule and expected volume?
- 26 Date customer requests response from TI (Please allow at least two weeks)

Company represents to Texas Instruments Incorporated that the product version(s) that are the subject of Company's new application for multiple listing in Canada are identical (including with respect to design and construction) to those under the existing certification approved by Innovation, Science and Economic Development Canada (ISED) under the identification number indicated by Company.

I Agree

I Do Not Agree

\Section 5301 (Anti-Drug Abuse) Certification: Company certifies that neither the company nor any party to its proposed application is subject to a denial of Federal benefits, that include FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. 862 because of a conviction for possession or distribution of a controlled substance. See 47 CFR 1.2002(b) for the definition of a "party" for these purposes.

I Agree

I Do Not Agree

**IMPORTANT:** the attached Use Agreement is a binding agreement between you (on your own behalf and on behalf of your company and its affiliates) and Texas Instruments Incorporated ("TI"). The agreement should be executed by the company identified in Item 3 above. Please read this Agreement carefully and return an executed copy to TI by following the instructions below.

## USE AGREEMENT

This Use Agreement (this "Agreement") is made by and between Texas Instruments Incorporated, a Delaware corporation having its principal offices located at 12500 TI Boulevard, Dallas, Texas 75243 ("TI") and \_\_\_\_\_ ("Recipient").

WHEREAS, TI is engaged in the design, development, and sale of semiconductors products;

WHEREAS, Recipient has contacted TI and requested to use and access to TI Materials (defined below), to facilitate equipment authorizations for Recipient's own products free of charge.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

### 1. Use of TI Materials

- 1.1 Recipient may elect to provide information to TI relating to Recipient's products for the purpose of requesting, receiving, or using TI Materials. For purposes of this Agreement, "TI Materials" means documentation Recipient receives from TI (including in electronic or written form), including website content, data, information, documentation available on TI websites, and/or documentation relating to grants of equipment authorization from a governmental or regulatory body (e.g., relating to change in ID, multiple listing, and/or permissive changes), and/or that Recipient accesses "on-line," as well as any updates provided to Recipient. After reviewing such information, TI may, in its sole discretion, elect to provide Recipient with certain TI Materials relating to certain grants of equipment authorization. TI is not obligated to provide any TI Materials to Recipient or to assist Recipient with any testing, qualification, or filings.
- 1.2 If TI provides Recipient with TI Materials, Recipient agrees that it will use the TI Materials only within the scope of the grants of authorization set forth TI Materials, if any, and if indicated, and within the period of time indicated. No TI Materials, nor any part of any TI Materials, may be used, copied, modified, distributed, or otherwise exploited for any purpose without express prior written consent of TI. All permissions granted to Recipient hereunder are conditioned upon the TI Materials being used only as expressly set forth in this Agreement or as indicated by TI.
- 1.3 Recipient will not take any actions that could affect equipment parameters in ways that would make the modified equipment ineligible for approval under applicable rules.
- 1.4 Recipient will comply with applicable laws, regulations, and rules, including those applicable to equipment authorization. If required by a government or regulatory body in a particular jurisdiction, Recipient will provide in writing the identity of Recipient's representative located in such jurisdiction to such governmental or regulatory body, which representative may be responsible for inquiries and for providing audit samples at no charge, and at Recipient's sole expense.
- 1.5 Recipient will not use, and will not allow any third party to use, TI Materials in a manner that violates any applicable law or regulation, to impersonate any person or entity, or otherwise misrepresent Recipient's affiliation with any person or entity. Recipient agrees not make representations or other commitments on behalf of TI or with respect to TI products.
- 1.6 Recipient covenants that it will maintain the highest ethical standards in using TI Materials and not engage in any activity that might result in a violation of any applicable anti-bribery laws; such activity may include, but not be limited to, offering or paying any public or commercial bribe or other benefit (direct or indirect) to any corporate entity, individual, government official or employee, candidate for public office, political party or other political organization.

- 1.7 Nothing contained in this Agreement will be construed as conferring by implication, estoppel, or otherwise upon Recipient any license or other right to the TI's intellectual property. No license or permission is granted to any TI patents, trade secrets, copyrights, or trademarks. All intellectual property rights, including but not limited to copyrights and trademarks, to the TI Materials will be owned and retained solely by TI.
- 1.8 Recipient shall be solely responsible for its due diligence, testing, qualification, regulatory filings, and the consequences of using TI Materials. TI make elect to make (or authorize third parties to make) changes to its filings with government and regulatory bodies and is under no obligation to notify Recipient of such changes.
2. Termination. The term of this Agreement shall begin as of the date of the last signature below, or on the first date on which Recipient accesses and/or uses TI Materials, whichever is earlier, and will remain in full force and effect until terminated. Recipient may terminate this Agreement at any time by written notice to TI if Recipient has not used any TI Materials for the purpose of making regulatory filings. TI reserves the right, in its sole discretion, to terminate this Agreement at any time and for any reason. Without prejudice to any other rights, TI may immediately terminate Recipient's right to use the TI Materials or derivatives thereof if Recipient fails to comply with the terms of this Agreement. Upon termination, Recipient will immediately stop accessing, using, distributing, and otherwise providing the TI Materials, will destroy any and all copies of TI Materials, and TI Materials in its possession or under its control, and send TI written certification of the same within five days. Sections 3, 4, and 5 will survive any termination of this Agreement.

### **3. Release and Reimbursement.**

- 3.1 Recipient for itself and for each of its predecessors, successors, assigns, directors, officers, employees, affiliates, representatives or agents, does hereby waive and release any and all rights, claims, and causes of action whatsoever that Recipient may have against TI for any matter, cause, or controversy whatsoever arising out of Recipient's use of TI Materials, and covenants not to sue directly or indirectly, and hereby irrevocably, generally, fully and finally releases and forever discharges TI, its respective officers, directors, shareholders, agents, employees, agents, contractors, affiliates, predecessors and successors in interest from any and all claims, demands, costs, expenses, causes, damages, losses, accounts, debts, amounts due, breaches of contracts, and actions in law or equity occurring at any time of whatever nature, known or unknown, arising out of or relating to use of TI Materials.
- 3.2 Recipient will hold TI and its subsidiaries, officers, agents, and employees harmless from any claim, suit, or action arising from or related to Recipient's use of TI Materials, violations of this Agreement, and/or regulatory actions relating to use of TI Materials, and will reimburse TI, at its own expense, for any related liability or expense (including fines, claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees) incurred by TI.

- 4. Warranties and Representations.** Recipient hereby represents, warrants, and certifies to TI that: i) all information provided to TI is current, complete, and correct, and that Recipient will promptly update such information following any change which renders it incomplete or incorrect, ii) with respect to information Recipient submits to a regulatory authority regarding its products, Recipient will have engaged and used a reputable provider of testing services, and will not submit any information that is altered for the purpose of circumventing regulatory requirements or deception, iii) with respect to permissive changes relating to TI's equipment authorizations, the permissive change will not make the modified equipment ineligible for approval under the applicable permissive change rules, iv) neither it nor any party to its application with a regulatory body is subject to a denial of federal benefits, that include Federal Communications Commission benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. 862, v) the equipment that is the subject of its change in ID in the United States and/or multiple listing request in Canada is identical in design and construction to that approved for TI by the applicable regulator in such jurisdiction, and iv) the person executing this Agreement on Recipient's behalf is duly authorized and has legal capacity to execute and deliver this Agreement.

**5. General**

- 5.1 TI's Terms of Use (available at <http://www.ti.com/corp/docs/legal/termsfuse.shtml>) and Privacy Policy (available at <http://www.ti.com/corp/docs/legal/privacy.shtml>) are incorporated herein by reference.
- 5.2 This Agreement forms the entire agreement between the parties with respect to the subject matter hereof. All prior understandings and writings relating to the subject matter hereof are hereby superseded. Recipient shall not assign, or otherwise transfer, this Agreement or any rights or obligations hereunder without the prior express written consent of TI; any attempt to do so is void.
- 5.3 No waiver, consent, modification, amendment, or change of the terms of this Agreement shall be binding unless in writing and agreed to by both parties. TI reserves the right to make changes to TI Materials, policies, service terms, and this Agreement at any time without prior notice. Recipient shall not assign, or otherwise transfer, this Agreement or any rights or obligations hereunder without the prior express written consent of TI; any attempt to do so is void.
- 5.4 TI is under no obligation of confidentiality under this Agreement, notwithstanding any other agreement to the contrary.
- 5.5 This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to its conflict-of-laws principles. Any dispute arising out of or related to this Agreement will be brought in, and Recipient hereby consents to exclusive jurisdiction and venue in, the state and federal courts sitting in Dallas County, Texas. Recipient agrees to waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that process may be served in a manner authorized by applicable law or court rule. Any construction or interpretation of this Agreement will use the English language as spoken in the United States. If this Agreement is translated into another language, the version in English shall control over such translation.
- 5.6 Notices to TI will be in writing by mail to: TEXAS INSTRUMENTS INCORPORATED, 12500 TI Blvd., Dallas, TX 75243, Attn: Embedded Processing Contracts Manager. In witness whereof, TI and Recipient have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date of the last signature below.

**Texas Instruments Incorporated**

**Recipient:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

## IMPORTANT NOTICE AND DISCLAIMER

TI PROVIDES TECHNICAL AND RELIABILITY DATA (INCLUDING DATASHEETS), DESIGN RESOURCES (INCLUDING REFERENCE DESIGNS), APPLICATION OR OTHER DESIGN ADVICE, WEB TOOLS, SAFETY INFORMATION, AND OTHER RESOURCES "AS IS" AND WITH ALL FAULTS, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

These resources are intended for skilled developers designing with TI products. You are solely responsible for (1) selecting the appropriate TI products for your application, (2) designing, validating and testing your application, and (3) ensuring your application meets applicable standards, and any other safety, security, or other requirements. These resources are subject to change without notice. TI grants you permission to use these resources only for development of an application that uses the TI products described in the resource. Other reproduction and display of these resources is prohibited. No license is granted to any other TI intellectual property right or to any third party intellectual property right. TI disclaims responsibility for, and you will fully indemnify TI and its representatives against, any claims, damages, costs, losses, and liabilities arising out of your use of these resources.

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