

**Texas Instruments Incorporated**  
**12500 TI Boulevard, Dallas Texas 75243**  
**United States of America**

**2-29-2016**

Re: Change in ID / Change in Multiple Listing

**To Whom It May Concern:**

**Juicero Inc.** ("Company") has contacted Texas Instruments Incorporated ("TI") regarding Company's intention to file applications for a change in identification in the United States pursuant to Section 2.933 of the Federal Communication Commission's ("FCC") rules, and/or a multiple listing in Canada pursuant to Section 5.3 of Industry Canada's ("IC") Certification of Radio Apparatus (RSP-100), with respect to the following:

	<u>Name</u>	<u>TI Model Number</u>	<u>Certification Number</u>
FCC	SimpleLink Wi-Fi CC3200 Internet-on-a-chip Wireless MCU module	CC3200MOD	<b>Z64-CC3200MODR1</b>
IC	SimpleLink Wi-Fi CC3200 Internet-on-a-chip Wireless MCU module	CC3200MOD	<b>451I-CC3200MODR1</b>

Company has requested TI's permission to reference, in Company's applications, certain documentation relating to the equipment identified in the table above. This letter is provided to allow [Andrew Murphy] [Juicero Inc] [2001 Bryant Street, San Francisco, CA 94110; [andrew@juicero.com](mailto:andrew@juicero.com), 214-356-7350] to use the publically available test data and application exhibits submitted to the FCC and to IC on behalf of TI with respect to the equipment identified above pertaining to the grants of equipment certification covered by this letter.

Company has represented to TI that its equipment submitted to Industry Canada is identical in design and construction to the equipment approved by Industry Canada as identified in the table above. Based on Company's representation to TI, TI declares that the equipment that is the subject of the multiple listing authorized in this letter is identical in design and construction to that approved by Industry Canada under the identification shown above.

This permission to act using data and applications previously filed with the FCC and IC on behalf of TI is limited to the matters set forth herein. This letter does not, and shall not be construed to, grant rights or permissions beyond those expressly granted to the party named herein. This permission expires automatically one year from the date of this letter.

**TI Internal Draft – November 2015**  
**TI Confidential – NDA Restrictions**  
**Change in ID (FCC) / Change in Multiple Listing (Industry Canada)**

If you have any questions concerning this letter, please contact me by email at [m-lange@ti.com](mailto:m-lange@ti.com) or by phone at +214 567 5409.

Respectfully,

**Texas Instruments Incorporated**

By:

  
Name: Mattias Lange

Title: GM, Embedded Connectivity Solutions

## 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 Juicero Inc, 2001 Bryant Street, San Francisco, CA 94110 (“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/termsofuse.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**

**Juicero Inc.**

By:

By:



Name: Mattias Lange

Name: Andrew Murphy \_\_\_\_\_

Title: GM, Embedded Connectivity Solutions

Title: Director of Electrical Engineering \_\_\_\_\_

Date: 3/17/16

Date: 2-29-2016 \_\_\_\_\_