

Supplemental Information for Parents' Bill of Rights for Data Privacy and Security – New York
(New York State Education Law, § 2-d and Section 121.3 of the Commissioner's Regulations)

Educational Agency: Wayne - Finger Lakes BOCES / EduTech **School District, New York ("District")**
Contractor: Texas Instruments Incorporated ("TI")
Software Product : TI-Connect™ CE APP or TI-Connect™ CE App for Chrome OS™; TI-84 Plus CE App for Chrome OS™ Operating System ("TI App ")
Contract: education.ti.com/en/customer-support/end-user-license-agreement-for-os
education.ti.com/EULA/84Chrome It incorporates TI's Student Data Privacy Policy
education.ti.com/en/product-resources/datapolicy

- **Contract Term: Subscription period of: Beginning on:** 22 October, 2021, and ending on 22 October, 2025. [District to fill in after TI signature]
- **Exclusive Purpose/Student Data:** TI requires minimal student directory information to support user verification/authentication to enable use of the listed TI Apps. This directory information may include the user's name or alternative identifier, email address, and username/password (collectively "Student Data"). This directory information is collected by TI (and its subcontractors) from the District for authorized educational/school purposes exclusively to use and support these TI Apps. TI handles this student data under TI's Student Data Privacy Policy (see above).
- **Subcontractor Written Agreement:** To support TI's collection and processing of Student Data related to these TI Apps, TI will use subcontractors (such as 10Duke Software Limited) who are subject to a subcontractor agreement that requires the subcontractors to adhere to materially similar data handling/protection requirements as are imposed on TI by applicable New York state and federal laws, and as may be required by TI to carry out the practices in this Supplement (and the Contract).
- **Challenges to Data Accuracy:** If the District deems it necessary to correct any Student Data in TI's (and its subcontractor's) possession, TI agrees to facilitate corrections within 45 days of TI's receipt of a written request from the District. The District may contact TI about such request using the Personal Information Request link in TI's Student Data Privacy Policy (see above).
- **Data Transfer and Secure Destruction:** After expiration or termination of the Contract, upon 45 days written request from the District, TI will securely transfer the applicable Student Data to the District in a format agreed to by the parties (e.g., csv, pdf, txt secure sftp server, etc.). If no request is made, TI will securely delete and destroy the applicable Student Data when TI is aware the Student Data is no longer needed for the educational/school purposes described above, or when required under TI's standard data retention policy.
- **Secure Data Storage:** Student Data will be stored in the United States and protections taken to ensure the Student Data will be protected using a third-party cloud or infrastructure (such as Amazon Web Services, Inc.) selected by TI's subcontractor and approved by TI.
- **Secure Data Security and Privacy Risk Mitigation:** TI deploys polices, processes and technologies combining selected elements from security polices and standards published by well-known groups or other authoritative sources and applies them to TI's business environment. These include:
 - [ISO/IEC 27009:2020](https://www.iso.org/standard/67491.html) – implementing and maintaining security procedures to detect, protect and respond to cyberattacks that may compromise Student Data; and


- NIST Cybersecurity Framework (<https://www.nist.gov/cyberframework>) – employing reasonable administrative, technical and physical safeguards including: encryption, firewalls, and password protection to protect the security, confidentiality and integrity of Student Data from unauthorized disclosure while in motion or in custody.

In addition, TI provides regular and periodic training to its personnel concerning disclosure of personally identifiable information, cybersecurity and practices.

- **Encryption:** Data will be encrypted while in motion and at rest to prevent interception.
- **Data Breach:** TI maintains procedures for response to a potential breach of different magnitudes. TI will notify the District of any breach of personally identifiable information within 7 calendar days after its determination the breach has occurred, and the notification will identify any details, to the extent required by law.
- **Teachers and Principals:** The foregoing data protections will also be extended to personally identifiable information of teachers and principals to the extent required by New York law.

TI gives the District permission to publish this Supplement on its website with a Parents Bill of Rights if the Student Data collected by TI is deemed by the District to be personally identifiable information.

CONTRACTOR: TEXAS INSTRUMENTS INCORPORATED

Signature:  _____

Printed Name: Thomas R. Springmeier

Title: Vice President, Worldwide Sales

Date: 10/20/2021



Texas Instruments Education Technology

Student Data Policy

This Student Data Privacy Policy explains how Texas Instruments Incorporated, 12500 TI Boulevard, Dallas, Texas 75243, USA and its subsidiaries (collectively, "TI", "we", or "our") handle information we collect on or through the websites ("Websites") used to access certain educational software applications ("Apps") we have made available for use by students ("Students").

This Student Data Privacy Policy is intended primarily for schools or school districts, parents/guardians and student users (collectively, "you" or "your"). It supplements TI's [Privacy Policy](#). To the extent that this Student Data Privacy Policy conflicts with TI's Privacy Policy, this Student Data Privacy Policy shall apply. By visiting the Websites and/or using our Apps, you acknowledge and agree to the practices described in this Student Data Privacy Policy.

1. Overview and Summary

Privacy is important to TI and we are dedicated to protecting "Student Data", which is personally identifiable information of a specific Student, or material that is linked to personally identifiable information of a specific Student, that is not publicly available and which is provided to us for school purposes and gathered through use of our Websites and/or Apps (or otherwise provided by students, student parents, schools or school districts).

Many of TI's education technology products can be used without collection of Student Data. In situations where we do collect Student Data, we follow the data privacy principles described in this Student Data Privacy Policy, which are summarized below:

- TI only collects a limited amount of Student Data (e.g., a Student's name, email address, country of residence (for language information), and user account ID/password).
- TI only collects and uses Student Data, and may share such Student Data with third party service providers, for the purposes of associating valid user accounts with App licenses.
- TI does not use or share Student Data for marketing or advertising purposes.
- TI does not rent or sell Student Data.
- For questions regarding this Student Data Privacy Policy, contact TI using our [Information Request Form](#).

1. What Information We Gather and Why

TI only collects a limited amount of Student Data that we need to facilitate Student access to the Apps through the Websites as requested by schools/school district administrators on behalf of Students or by Students themselves (either directly or through a parent/guardian). For example, TI may collect Student Data in the form of user account information such as a Student's name, e-mail address, country of residence (for language information), and account ID/password. This information falls within the category of "directory information" under The Family Educational

Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g) and is not generally considered harmful or an invasion of privacy if disclosed.

In order to access an App, a Student must first log in to the Website. In order to log in to the Website, a Student must have a valid user account. User accounts may either be created directly by a Student (or their parent/guardian) upon purchasing a license to an App, or by a school/school district administrator on a Student's behalf.

Alternatively, Students may log in to the Website using Google single-sign-on, in which case use of such functionality will be governed by the applicable Google terms of service.

2. How We Use Your Information

TI uses Student Data for the purposes of associating an App user account with an App license and for related support functions. We do not use Student Data for any other purpose. TI does not use Student Data to build a student profile or for advertising or marketing purposes.

3. Do We Share Student Data with Third Parties?

We do not rent or sell Student Data to third parties. TI only shares Student Data in limited circumstances. Specifically, we may work with certain third-parties who perform services on our behalf to support the provision of services described in this Policy. These third-party service providers may only access Student Data to the extent necessary to fulfill the purpose for which they are retained and under strict confidentiality, security and privacy terms.

In certain circumstances, we may disclose Student Data to a requesting parent/guardian or school/school district administrator who registered the user account connected with a Student.

4. FERPA Compliance

FERPA is a United States federal law that governs access to student educational records. Where applicable, TI will handle Student Data as required by FERPA. To the extent TI is provided with Student Data from a school/school district administrator, such information shall be owned and controlled by such school/school district, and TI will only use Student Data for authorized school purposes.

5. COPPA Compliance

The Children's Online Privacy Protection Act (COPPA) is a United States federal law that sets forth requirements for operators of websites directed to children under 13 years of age. TI's Websites are not directed to children under 13 years of age. To the extent COPPA applies, and where a school/school district provides TI with Student Data, TI requires the school/school district to obtain necessary consent on behalf of Students' parents/guardians to permit Students' use of the Website to obtain an App.

If you believe that we may have collected Student Data from someone under the age of 13 without obtaining parental/guardian consent, please let us know using our [Information Request Form](#), and we will take appropriate measures to investigate and address the issue.

6. Access, Review and Deletion of Student Data

Under applicable data privacy laws, parents, school/school district administrators, and Students may request to access, review, correct, update or delete Student Data.

Such requests regarding Student Data may be submitted to TI using our [Information Request Form](#).

To process your request, TI may need to verify your identity; applicable law may also permit or require TI to retain information about you for specific purposes, such as to demonstrate compliance.

7. Data Security and Retention

TI cares about the security of Student Data, and we use a variety of administrative and technical measures to help protect it, including commercially available security technologies such as usernames/passwords, secure servers, firewalls, encryption and back-ups. **It is your responsibility to safeguard any password, user ID, and other Student Data while using the Websites and the Apps.** Regardless of protective efforts, transmissions over the Internet are never guaranteed to be **entirely** secure or error-free.

TI may retain Student Data for the time necessary to fulfill the purposes described in this Policy, unless a longer retention period is required or permitted by law.

Please note that even when TI deletes Student Data, it may persist on backup or archival media for an additional **period of time**.

8. Changes to this Student Data Privacy Policy

We reserve the right to change this Student Data Privacy Policy at any time. We note the effective date of this Policy at the bottom of this page, and we recommend that you periodically review this Student Data Privacy Policy to learn of any changes and stay informed regarding TI's current practices. When you visit or use the Websites and the Apps, you are accepting the current version of this Student Data Privacy Policy.

9. Contact TI Regarding this Policy

You can contact TI regarding this Privacy Policy using our [Information Request Form](#).

Effective Date: July 16, 2021



rev2021-03
ENGLISH

Texas Instruments TI-84 Plus CE App for Chrome OS™ Operating System License Agreement

APPLICATION: TI-84 Plus CE App for Chrome OS™ Operating System (“App”)

STUDENT DATA PRIVACY: Under our Student Data Privacy Policy (<https://education.ti.com/en/product-resources/datapolicy>), Texas Instruments only collects personal data necessary to associate a user account with an active App license and not for sale, marketing or advertising purposes. This consists of student name, email address, username/password and country (for language information).

IMPORTANT - By downloading the software and/or documentation you agree to abide by the Texas Instruments Online Terms of Use (<https://www.ti.com/legal/terms-of-use.html>) and the provisions of this License Agreement (the “Agreement”).

Definitions:

Authorized Computer -	Computers assigned to the Site and owned or leased by an educational institution and/or student owned computers for student use while they are enrolled at the Site. Each such computer is an Authorized Computer.
Program -	The software program(s) in this installation and any related documentation.
Other Licensed Material -	Software and other electronic documentation bundled with the Program which is licensed under terms other than terms of this Agreement including, for example open source software.
Site -	The physical campus of the educational institution accredited by an association recognized by the U.S. Department of Education or the State Board of Education, or by their equivalents in other countries.
Subscription Period -	The time period specified in the software activation key document included in the packaging or sent to you by TI.
Virtual Use -	Simultaneous use of the Program by two or more users.

The Programs are licensed not sold by Texas Instruments Incorporated (“TI”) and/or any applicable licensors (collectively called “Licensor”) under the license granted below. Your right to copy is limited to making a copy of the software program portion of the Programs on your personal, software compatible devices under Google’s Terms and Conditions at https://ssl.gstatic.com/chrome/webstore/intl/en/gallery_tos.html. If by accepting this Agreement, you gain access to Other Licensed Materials, they will be listed in the applicable software manifest. Your use of the Other Licensed Materials is subject to the applicable other licensing terms acknowledgements and disclaimers as specified in the applicable software manifest and/or identified or included with the Other Licensed Materials in the software bundle. For clarification, this Agreement does not limit your rights under, or grant you rights that supersede, the terms of any applicable Other Licensed Materials license agreement.

Following License Terms apply based on the license type purchased:

SINGLE USER SUBSCRIPTION LICENSE

Upon your receipt of a software activation key for this Program from TI, Licensor grants to you a personal, non-exclusive, non-transferable license to install and use the Program on a single computer during the Subscription Period. Virtual Use is strictly prohibited. You may make one copy of the software for backup and archival purposes. Unless a renewal of the subscription has been purchased, at the conclusion of the Subscription Period the Program must be removed from the computer(s) on which it was installed. In such case, you warrant that such removal will be performed and so certify in writing to Licensor. You agree to reproduce all copyright and proprietary notices shown in the software and on the media. Unless otherwise expressly stated in the documentation, you may not duplicate such documentation.

MULTI-USER / SUBSCRIPTION TERM

For the Multi-User / Subscription License, Licensor grants to you a non-exclusive, non-transferable license to install the Program on the number of Authorized Computers authorized by the license purchased. The Multi-User / Subscription License grants the right to use the Program to any student or faculty member of the educational institution making use of an Authorized Computer on which the Program is rightfully installed under this Agreement for the Subscription Period.

You warrant that you will make all reasonable efforts to remove the Program from student owned computers prior to such student’s graduation or becoming un-enrolled from the educational institution, whichever occurs first, and to inform such student of the termination of their right to use the Program as installed under this Agreement. You may make one copy of the software for backup and archival purposes. You agree to reproduce all copyright and proprietary notices shown in the software and on the media. Except as expressly stated herein or in the documentation, you may not duplicate such documentation. In cases where TI supplies the related documentation electronically you may print a copy of the documentation for each Authorized Computer. Each Authorized Computer on which the Program is installed must be assigned to a Site. At the conclusion of the Subscription Period the Program will automatically be disabled.

Additional Terms Applicable to All Licenses:

1. Audit: TI reserves the right to audit your installation of the Program to ensure your compliance with the license granted to you, and by accepting this license you agree to allow TI to make such an audit. In the event an audit reveals non-compliance with the license granted to you TI may, in its sole discretion, (a) terminate your license immediately or (b) invoice you for the amount you would have otherwise owed TI had you purchased the appropriate license. If TI elects to invoice you, you agree to pay TI the invoiced amount within thirty (30) days of the receipt of such invoice.
2. Restrictions: You may not reverse-assemble or reverse-compile the software program portion of the Programs. You may not modify, publish, disclose, display, provide, transfer, sell, rent, lease or otherwise make available the Programs or any portion thereof.
3. Support: The Programs are provided by TI, support is provided by contacting TI at <https://education.ti.com/ti-cares>.
4. Copyright: The Programs are copyrighted. You shall not remove, alter, cover, or obscure any confidentiality, trade secret, trade mark, patent, copyright or other proprietary notice or other identifying marks or designs from any component of the Programs.

5. Warranty: TI does not warrant that the Programs will be free from errors or will meet your specific requirements. **THE PROGRAMS ARE PROVIDED "AS IS" AND WITH ALL FAULTS. TI AND ITS LICENSORS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PROGRAMS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD-PARTY PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

6. Limitations: **IN NO EVENT SHALL TI OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, WHETHER THE ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY.**

Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply; however, IN NO EVENT WILL TI'S OR ITS LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF YOUR USE OF THE PROGRAMS, OR ANY DATA BREACH INVOLVING STUDENT DATA COLLECT BY TI, EXCEED THE GREATER OF AMOUNTS PAID BY YOU FOR THE PROGRAMS OR FIFTY U.S. DOLLARS (US\$50). **THE ABOVE LIMITATIONS OF LIABILITY FOR DAMAGES DO NOT APPLY IN CASE OF CAUSATION OF BODILY HARM DUE TO LICENSOR'S FAULT, IN CASE OF DAMAGES DUE TO LICENSOR'S GROSS NEGLIGENCE OR INTENT OR IF LICENSOR IS LIABLE UNDER MANDATORY PRODUCT LIABILITY LAWS.**

7. Termination: Without prejudice to any other rights, if you violate this Agreement, TI may terminate your right to use the Programs. Except for licenses granted above, all provisions of this Agreement shall survive expiration or termination of this Agreement.

8. Export Control: The Programs are subject to U.S. export controls and sanctions, the most important of which are administered by the Commerce Department's Bureau of Industry and Security ("BIS") under its Export Administration Regulations ("EAR") (15 Code of Federal Regulations Parts 730-774) and the Treasury Department's Office of Foreign Assets Control ("OFAC") under its Foreign Assets Control Regulations (31 Code of Federal Regulations Part 500). Programs may not be exported, re-exported, transferred, or resold to a person or entity barred by the U.S. Government (collectively, "Denied Persons") from participating in export activities. Denied Persons include, but are not limited to, those individuals or entities listed on the Commerce Department's Denied Persons List, the Commerce Department's Entity List, the Directorate of Defense Trade Controls' List of Statutorily Debarred Parties, and the Treasury Department's List of Specially Designated Nationals. By using the Programs, you represent and warrant you are not located in any such country or on any such list. You may not use or otherwise export or re-export the Programs except as authorized by United States law and the laws of the jurisdiction in which the Programs were obtained. You also agree that you will not use the Programs for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, chemical, or biological weapons or missile technology.

9. Governing Law: This Agreement will be governed by and interpreted under the laws of the State of Texas, without reference to conflict of laws principles. If a court of competent jurisdiction finds any provision of the Agreement unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). The parties agree that non-exclusive jurisdiction for any dispute arising out of or relating to this Agreement lies within the courts located in the State of Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and either party may seek injunctive relief in any United States or foreign court. Failure by TI to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision or any other agreement that may be in place between the parties.

10. Governing Language: Where TI has provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language versions will govern and control. If there is any contradiction between the English language version of this Agreement and a translation, the English language version will take precedence.

Manufacturer is Texas Instruments, 12500 TI Boulevard Dallas, Texas 75243.

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FRANÇAIS

Accord de licence pour l'application TI-84 Plus CE pour les système d'exploitation Chrome OS™ de Texas Instruments

APPLICATION : TI-84 plus CE pour les système d'exploitation Chrome OS™

CONFIDENTIALITÉ DES DONNÉES DES ÉTUDIANTS : en vertu de notre politique de confidentialité des données des étudiants

(<https://education.ti.com/en/product-resources/datapolicy>), Texas Instruments (TI) recueille uniquement les données personnelles nécessaires pour associer un compte utilisateur à une licence d'application active et non à des fins de vente, de marketing ou de publicité. Il se compose du nom de l'étudiant, de son adresse e-mail, de son nom d'utilisateur/mot de passe et de son pays (pour plus d'informations sur la langue).

IMPORTANT - En téléchargeant le logiciel et/ou la documentation, vous acceptez de respecter les conditions d'utilisation en ligne de Texas Instruments (<http://www.ti.com/legal/terms-of-use.html>) et les dispositions du présent Contrat de licence (le « Contrat »).

Définitions :

Ordinateur autorisé	Tout ordinateur détenu ou loué par un établissement d'enseignement et affecté au Site, et/ou tout ordinateur personnel des étudiants destiné à leur usage durant leur séjour sur le Site. Chacun de ces ordinateurs est un ordinateur autorisé.
Programme	Le(s) programme(s) informatique(s) de cette installation et toute documentation connexe.
Autre contenu sous Licence	Logiciel et autre documentation électronique fournie avec le Programme et concédée sous licence dans des conditions autres que celles du présent Contrat, y compris, par exemple, les logiciels Open Source.
Site	Le campus physique d'un établissement agréé par une association reconnue par le Ministère de l'Éducation des États-Unis ou par le Conseil de l'éducation de l'État ou par leurs équivalents dans d'autres pays.
Période d'abonnement	La période spécifiée dans le document concernant la clé d'activation du logiciel fourni dans l'emballage ou envoyé par TI.
Utilisation virtuelle	L'utilisation simultanée du Programme par deux utilisateurs ou plus.

Les programmes ne sont pas vendus sous licence par Texas Instruments Incorporated (« TI ») et/ou tout autre bailleur de licence applicable (collectivement appelé « Concédant ») en vertu de la licence accordée ci-dessous. Votre droit de copie se limite à la copie de la partie du programme logiciel des programmes sur vos appareils personnels compatibles avec les logiciels, conformément aux conditions générales de Google

à l'adresse https://ssl.gstatic.com/chrome/webstore/intl/en/gallery_tos.html. Si, en acceptant le présent Contrat, vous accédez à d'autres contenus sous licence, ils seront répertoriés dans le manifeste du logiciel applicable. Votre utilisation des autres supports sous licence est soumise aux autres clauses de licence applicables, aux confirmations et aux clauses de non-responsabilité spécifiées dans le manifeste du logiciel applicable et/ou identifiées ou incluses avec les autres supports sous licence de l'ensemble de logiciels. À des fins de clarification, le présent Contrat ne limite pas vos droits en vertu de, ou ne vous accorde pas de droits qui remplacent, les termes de tout autre contrat de licence de matériel sous Licence applicable.

Les conditions de contrat de licence suivantes s'appliquent en fonction du type de licence achetée :

LICENCE D'ABONNEMENT INDIVIDUELLE

Après remise par TI d'une clé d'activation de logiciel pour le Programme, le Concédant vous accorde une licence personnelle, non exclusive, non transférable pour installer et utiliser le Programme sur un seul ordinateur, pendant la période d'abonnement. L'utilisation virtuelle est strictement interdite. Vous pouvez créer une copie du logiciel à des fins de sauvegarde et d'archivage. À la fin de la période d'abonnement, à moins que l'abonnement ait été renouvelé, le Programme doit être retiré de l'ordinateur ou des ordinateurs sur lesquels il a été installé. Dans ce cas, vous garantissez d'enlever le Programme et de certifier par écrit au Concédant que cela a été fait. Vous vous engagez à reproduire toutes les mentions de droits d'auteur et de propriété figurant sur le logiciel et les supports. Vous n'êtes pas autorisé à reproduire la documentation, à moins qu'il n'en soit prévu autrement dans ladite documentation.

LICENCE MULTI-UTILISATEUR/CONDITIONS D'ABONNEMENT

Pour les licences multi-utilisateurs/abonnement, le Concédant vous accorde une licence non exclusive et non transférable pour installer le Programme sur un nombre précis d'ordinateurs autorisés conformément à la licence achetée. La licence d'abonnement multi-utilisateur autorise tout étudiant ou membre du corps professoral de l'établissement d'enseignement à utiliser un Ordinateur autorisé sur lequel est installé le Programme, pendant la période d'abonnement, dans la mesure où cette installation est conforme au présent Accord.

Vous garantissez que vous déploierez des efforts raisonnables pour supprimer le Programme des ordinateurs personnels des étudiants avant qu'ils n'obtiennent leur diplôme ou qu'ils ne quittent l'établissement, selon la première éventualité ; et que vous les informerez qu'ils ne sont plus autorisés à utiliser le Programme qui a été installé en vertu du présent Accord. Vous pouvez créer une copie du logiciel à des fins de sauvegarde et d'archivage. Vous engagez à reproduire toutes les mentions de droits d'auteur et de propriété figurant sur le logiciel et les supports. Vous n'êtes pas autorisé à reproduire la documentation, à moins qu'il n'en soit prévu autrement dans les présentes ou dans ladite documentation. Dans les cas où TI fournit la documentation connexe par voie électronique, vous pouvez imprimer une copie de la documentation pour chaque Ordinateur autorisé. Chaque Ordinateur autorisé sur lequel est installé le Programme doit être affecté à un Site. À la fin de la période d'abonnement, le Programme sera automatiquement désactivé.

Conditions supplémentaires applicables à toutes les licences :

1. TI se réserve le droit d'auditer votre installation du Programme pour vous assurer de votre conformité avec la licence qui vous a été accordée, et en acceptant cette licence, vous acceptez de permettre à TI d'effectuer un tel audit. Dans le cas où un audit révèle une non-conformité à la licence qui vous a été accordée, TI peut, à sa seule discrétion, (a) résilier votre licence immédiatement ou (b) vous facturer le montant que vous auriez dû autrement à TI si vous aviez acheté la licence appropriée. Si TI choisit de vous facturer, vous acceptez de payer TI le montant facturé dans les trente (30) jours suivant la réception de cette facture.
2. Restrictions : vous ne pouvez pas inverser l'assemblage ou la compilation inverse de la partie du programme logiciel des programmes. Vous ne pouvez pas modifier, publier, divulguer, afficher, fournir, Transférer, vendre, louer, louer ou rendre disponible autrement les programmes ou toute partie de ceux-ci.
3. Soutien : les programmes sont fournis par TI, le soutien est fourni en communiquant avec TI à <https://education.ti.com/ti-cares>.
4. Droits d'auteur : les programmes sont protégés par des droits d'auteur. Vous ne devez pas supprimer, modifier, couvrir ou masquer toute confidentialité, secret commercial, marque commerciale, brevet, copyright ou autre avis de propriété ou autres marques ou dessins d'identification de quelque composant que ce soit des programmes.
5. Garantie : TI ne garantit pas que les programmes seront exempts d'erreurs ou répondront à vos exigences spécifiques. **LES PROGRAMMES SONT FOURNIS "EN L'ÉTAT" ET AVEC TOUTES LES PANNES. TI ET SES CONCÉDANTS DE LICENCE NE FONT AUCUNE GARANTIE OU DÉCLARATION, EXPRESSE, IMPLICITE OU STATUTAIRE, CONCERNANT LES PROGRAMMES, Y COMPRIS, MAIS SANS S'Y LIMITER, TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE OU D'ADÉQUATION À UN USAGE PARTICULIER OU DE NON-VIOLATION DE TOUT BREVET, DROIT D'AUTEUR, SECRET COMMERCIAL OU AUTRE DROIT DE PROPRIÉTÉ INTELLECTUELLE DE TIERS.**
6. LIMITATIONS : **EN AUCUN CAS, TI OU SES CONCÉDANTS DE LICENCE NE POURRONT ÊTRE TENUS RESPONSABLES DE TOUT DOMMAGE INDIRECT, ACCIDENTEL, PUNITIFS OU CONSÉCUTIF, PERTE DE BÉNÉFICES, PERTE D'UTILISATION OU DE DONNÉES, OU INTERRUPTION DE L'ACTIVITÉ, QUE LES DOMMAGES ALLÉGUÉS SOIENT ÉTIQUETÉS EN RESPONSABILITÉ DÉLICITE, CONTRACTUELLE OU D'INDEMNITÉ.** Certains États n'autorisent pas l'exclusion ou la limitation des dommages accessoires ou indirects, de sorte que la limitation ci-dessus peut ne pas s'appliquer ; TOUTEFOIS, EN AUCUN CAS LA RESPONSABILITÉ GLOBALE DE TI OU DE SES CONCÉDANTS DE LICENCE EN VERTU DE LA PRÉSENTE ENTENTE OU DÉCOULANT DE VOTRE UTILISATION DES PROGRAMMES NE DÉPASSERA LE MONTANT LE PLUS ÉLEVÉ QUE VOUS AVEZ PAYÉ POUR LES PROGRAMMES OU CINQUANTE DOLLARS AMÉRICAINS (50 DOLLARS AMÉRICAINS). **LES LIMITATIONS DE RESPONSABILITÉ CI-DESSUS POUR LES DOMMAGES NE S'APPLIQUENT PAS EN CAS DE CAUSALITÉ DE DOMMAGES CORPORELS DUS À LA FAUTE DU CONCÉDANT, EN CAS DE DOMMAGES DUS À LA NÉGLIGENCE OU À L'INTENTION BRUTE DU CONCÉDANT OU SI LE CONCÉDANT EST RESPONSABLE EN VERTU DES LOIS OBLIGATOIRES SUR LA RESPONSABILITÉ DU PRODUIT.**
7. Résiliation : sans préjudice de tout autre droit, si vous violez le présent Contrat, TI peut résilier votre droit d'utiliser les programmes. À l'exception des licences accordées ci-dessus, toutes les dispositions du présent Contrat resteront en vigueur après l'expiration ou la résiliation du présent Contrat.
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