

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported)

May 6, 2020 (May 5, 2020)

National Instruments Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

000-25426

(Commission File Number)

74-1871327

(IRS Employer
Identification No.)

**11500 North MoPac Expressway
Austin, Texas 78759**

(Address of principal executive offices, including zip code)

(512) 683-0100

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	NATI	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act []

Item 1.01 Entry into a Material Definitive Agreement

As previously announced, on October 28, 2019, National Instruments Corporation ("NI" or the "Company"), entered into a Transition Agreement (the "Transition Agreement") with Alexander M. Davern, NI's then Chief Executive Officer, pursuant to which Mr. Davern would transition from his service as Chief Executive Officer on January 31, 2020 into a strategic advisory role through May 5, 2020. On May 5, 2020, the parties signed the agreed upon separation agreement and release (the "Separation Agreement"), which was an exhibit to the Transition Agreement, and, pursuant to the Separation Agreement, (i) Mr. Davern's equity awards that were subject only to service-based vesting, and scheduled to vest prior to May 5, 2021, vested upon signing of the Separation Agreement, and (ii) Mr. Davern's health continuation coverage costs will be paid by NI through May 31, 2021. Mr. Davern's previously granted unvested performance based restricted stock units and any unvested equity awards that were subject to service-based vesting, and scheduled to vest after May 5, 2021, terminated upon his separation. Pursuant to the terms of the Separation Agreement, the Separation Agreement will become effective on May 13, 2020, unless earlier revoked by either party. Mr. Davern continues to serve as a member of the NI Board of Directors.

The foregoing description of the material terms of the Separation Agreement is only a summary and is qualified in its entirety by the terms of the Separation Agreement which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(e) Approval of 2020 Equity Incentive Plan

On May 5, 2020, at the 2020 Annual Meeting of Stockholders (the "Annual Meeting"), the stockholders of NI approved the National Instruments Corporation 2020 Equity Incentive Plan (the "2020 Plan") as described in our definitive proxy statement for the Annual Meeting filed with the Securities and Exchange Commission on March 24, 2020 (the "Proxy Statement"). The 2020 Plan previously had been recommended for approval by the Compensation Committee of the Board of Directors of the Company, and approved, subject to stockholder approval, by the Board of Directors of the Company (the "Board of Directors").

A summary of the 2020 Plan is set forth in the Proxy Statement. That summary and the foregoing description of the 2020 Plan are qualified in their entirety by reference to the text of the 2020 Plan, which is filed as Exhibit 10.2 hereto and incorporated herein by reference. The 2020 Form of Restricted Stock Unit Award (Non-Employee Director), the 2020 Form of Restricted Stock Unit Award (Employee Performance-Based Vesting award) and the 2020 Form of Restricted Stock Unit Award (Employee Time-Based Vesting Award) are filed hereto as Exhibits 10.3, 10.4, and 10.5, respectively.

Item 5.07 Submission of Matters to a Vote of Security Holders

At the Annual Meeting, the Company's stockholders approved the four proposals listed below. The final results for the votes regarding each proposal are set forth in the following tables. Each of these proposals is described in detail in the Proxy Statement.

1. Election of Directors. The stockholders elected each of the following individuals to serve on the Board of Directors for a term of three years, or until his successor is duly elected and qualified.

	Votes For	Votes Withheld	Broker Non-Votes
Michael E. McGrath	107,954,398	7,467,071	9,030,786
Alexander M. Davern	105,890,490	9,530,979	9,030,786

2. Approve the National Instruments 2020 Equity Incentive Plan

Votes For	Votes Against	Abstentions	Broker Non-Votes
114,104,459	1,215,515	101,495	9,030,786

3. Ratify the appointment of Ernst & Young, LLP, as our independent registered public accounting firm, for the fiscal year ending on December 31, 2020.

Votes For	Votes Against	Abstentions	Broker Non-Votes
123,064,867	1,212,974	174,414	—

4. Approve an advisory (non-binding) proposal concerning our executive compensation program.

Votes For	Votes Against	Abstentions	Broker Non-Votes
111,720,374	3,404,884	296,211	9,030,786

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Item	Description
10.1	Separation Agreement between National Instruments Corporation and Alexander M. Davern, dated May 5, 2020
10.2*	National Instruments Corporation 2020 Equity Incentive Plan
10.3	2020 Form of Restricted Stock Unit Award (Non-Employee Director)
10.4	2020 Form of Restricted Stock Unit Award (Employee Performance-Based Vesting Award)
10.5	2020 Form of Restricted Stock Unit Award (Employee Time-Based Vesting Award)

* Incorporated by reference to Exhibit A of the National Instruments Corporation proxy statement dated and filed on March 24, 2020.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NATIONAL INSTRUMENTS CORPORATION

By: /s/ R. Eddie Dixon, Jr.

Name: R. Eddie Dixon, Jr.

Title: Vice President, General Counsel and Secretary

Date: May 6, 2020

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Separation Agreement") is made by and between Alexander M. Davern ("Executive") and National Instruments Corporation (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Terms capitalized herein but not defined herein shall have the meanings given to them in that certain Transition Agreement by and between the Parties to which this Exhibit is attached (the "Transition Agreement").

RECITALS

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

COVENANTS

1. **Consideration.** In consideration of Executive's execution of this Separation Agreement, and contingent upon Executive's fulfillment of all of the terms and conditions set forth herein, and provided Executive does not revoke the Separation Agreement under Section 6 below, the Company agrees as follows:

a. *Continued Employment During the Transition Period.* The Company has allowed Executive to continue employment with the Company during the Transition Period in consideration for his agreement to sign this Separation Agreement on or after the Termination Date.

b. *Severance Following the Transition Period.* Further, provided Executive has met the conditions of Section 1(b) or 1(c) of the Transition Agreement, as may be applicable, the Company agrees to provide Executive with the following additional consideration:¹

i. *Accelerated Vesting.* On the Effective Date of this Agreement, the Equity Awards that are subject only to service-based vesting will vest as to the portion of each applicable Equity Award that would be scheduled to vest if Executive had remained employed through May 5, 2021. For the avoidance of doubt, the Equity Awards subject to performance-based vesting will not vest pursuant to this Separation Agreement.

ii. *Equity Awards Remain Subject to the Equity Documents.* Section 1(b)(i) expressly acts as an amendment to the Equity Documents memorializing any Equity Awards. Other than as amended by Section 1(b)(i), the Equity Awards will continue to be governed by the terms and conditions of the Equity Documents.

¹ In the event Executive is eligible for a lump sum payment of any remaining base salary for the Transition Period in accordance with Section 1(c) of the Transition Agreement, the following is to be included in this Subsection 1(b):

Lump Sum Payment. The Company additionally agrees to pay Executive the amount of \$[Insert], less applicable withholding, reflecting any remaining base salary payment owed to Executive in accordance with Section 1(c) of the Transition Agreement. The Company will make such payment within ten (10) days of the Effective Date of this Separation Agreement.

iii. **COBRA.** The Company shall reimburse Executive for, or pay directly on Executive's behalf, the premiums for healthcare continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") for Executive and Executive's eligible dependents (as applicable) through May 31, 2021, or until Executive has secured health insurance coverage through another employer, whichever occurs first, provided Executive timely elects COBRA continuation coverage within the time period prescribed pursuant to COBRA. Notwithstanding the preceding, if the Company determines in its sole discretion that it cannot provide COBRA reimbursement benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will instead provide the Executive a taxable payment in an amount equal to the monthly COBRA premium that he would be required to pay to continue the Executive's group health coverage in effect on the date of termination of employment (which amount will be based on the premium for the first month of COBRA coverage), which payments will be made regardless of whether Executive elects COBRA continuation coverage and will commence in the month following the month of the Termination Date and continue for the period of months indicated in this Section 1(b)(iii).

c. **Acknowledgement.** Executive acknowledges that without this Separation Agreement, Executive is otherwise not entitled to the consideration listed in this Section 1.

2. **Equity Awards.** The Parties agree that for purposes of determining the number of shares of the Company's common stock that Executive is entitled to receive from the Company, pursuant to the vesting of outstanding Equity Awards, Executive will be considered to have vested only up to the Termination Date (including any vesting acceleration set forth in Section 1(b)(i)). All unvested shares subject to outstanding Equity Awards as of the Termination Date will terminate on the Termination Date (excluding, for avoidance of doubt, any shares for which vesting is accelerated under Section 1(b)(i)). Other than as set forth in Section 1(b)(i) of this Separation Agreement, the Equity Awards shall continue to be governed by the terms and conditions of the Equity Documents. Executive acknowledges and agrees that the number of restricted stock units subject to Equity Awards subject to service-based vesting eligible to vest during 2019, 2020 and 2021, including the number eligible to accelerate vesting upon the Termination Date pursuant to Section 1(b)(i) of this Agreement are as set forth in the Equity Award Table.

3. **Benefits.** Executive's health insurance benefits shall cease on the last day of the month in which he is employed by the Company, subject to his right to continue his health insurance under COBRA. Executive's participation in all benefits and incidents of employment, including, but not limited to, vesting in stock options, and the accrual of bonuses, vacation, and paid time off, ceased as of the Termination Date.

4. **Payment of Salary and Receipt of All Benefits.** Executive acknowledges and represents that, other than the consideration set forth in this Separation Agreement, the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation that may be due to Executive, including any in connection with the Employment Agreement or otherwise.

5. **Release of Claims.** Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, professional employer organization or co-employer, insurers, trustees, divisions, subsidiaries, predecessor and successor corporations, and assigns (collectively, "Releasees"). Executive, on Executive's behalf and on behalf of Executive's respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any Releasee arising from any omissions, acts, facts, or

damages occurring up until and including the date Executive signs this Separation Agreement, including, without limitation:

- a. any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship, including any claims related to the Employment Agreement or any other agreement with the Company;
- b. any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;
- c. any and all claims for wrongful discharge of employment, termination in violation of public policy, discrimination, harassment, retaliation, breach of contract (both express and implied), breach of covenant of good faith and fair dealing (both express and implied), promissory estoppel, negligent or intentional infliction of emotional distress, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, negligence, personal injury, assault, battery, invasion of privacy, false imprisonment, conversion, and disability benefits;
- d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Immigration Reform and Control Act, the National Labor Relations Act, the Texas Payday Act, the Texas Workers' Compensation Act, and Chapter 21 of the Texas Labor Code (also known as the Texas Commission on Human Rights Act);
- e. any and all claims for violation of the federal or any state constitution;
- f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;
- g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Executive as a result of this Separation Agreement; and
- h. any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Separation Agreement. This release does not release claims that cannot be released as a matter of law. Any disputed wage claims that are released herein shall be subject to binding arbitration in accordance with this Separation Agreement, except as required by applicable law. This release does not extend to any right Executive may have to unemployment compensation benefits.

6. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Separation Agreement. Executive acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that he has been advised by this writing that: (a) he should consult with an attorney prior to executing this Separation Agreement; (b) he has twenty-one (21) days within which to consider this Separation Agreement; (c) he has seven (7) days following his execution of this Separation Agreement to revoke this Separation Agreement; (d) this Separation Agreement shall not be effective until after the revocation period has

expired; and (e) nothing in this Separation Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Separation Agreement and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that he has freely and voluntarily chosen to waive the time period allotted for considering this Separation Agreement. Executive acknowledges and understands that revocation must be accomplished by a written notification to the Chairman of the Company's Board of Directors with a copy to its General Counsel that is received prior to the Effective Date. The Parties agree that changes to this Separation Agreement, whether material or immaterial, do not restart the running of the 21-day consideration period referenced above.

7. Unknown Claims. Executive acknowledges that he has been advised to consult with legal counsel and that he is familiar with the principle that a general release does not extend to claims that the releaser does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the releasee. Executive, being aware of said principle, agrees to expressly waive any rights he may have to that effect, as well as under any other statute or common law principles of similar effect.

8. No Pending or Future Lawsuits. Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

9. Application for Employment. Executive understands and agrees that, as a condition of this Separation Agreement, Executive shall not be entitled to any future employment with the Company, and he hereby waives any right, or alleged right, of employment or re-employment with the Company. Executive further agrees not to apply for employment with the Company and not otherwise pursue an independent contractor or vendor relationship with the Company.

10. Trade Secrets and Confidential Information/Company Property. Executive agrees at all times hereafter to hold in the strictest confidence, and not to use or disclose to any person or entity, any Confidential Information of the Company. Executive understands that "Confidential Information" means any Company or associated third party proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom he has called or with whom he became acquainted during the term of his employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to him by the Company either directly or indirectly, in writing, orally, or by drawings or observation of parts or equipment. Executive further understands that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of his or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof. Executive hereby grants consent to notification by the Company to any new employer about his obligations under this section. Executive represents that he has not to date misused or disclosed Confidential Information to any unauthorized party. In connection with Executive's agreement to protect the Company's Confidential Information, Executive reaffirms and agrees to observe and abide by the terms of the Surviving Provisions. Executive's signature below constitutes Executive's certification that Executive has returned all documents and other items provided to Executive by the Company, developed or obtained by him in connection with his employment with the Company, or otherwise belonging to the Company (with the exception of a copy of the Employee Handbook and personnel documents specifically relating to Executive), including any provided during the Transition Period.

11. No Cooperation. Subject to the Protected Activity provision below, Executive agrees that he will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or upon written request from an administrative agency or the legislature or as related directly to the ADEA waiver in this Separation Agreement. Executive agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the

legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Executive shall state no more than that he cannot provide counsel or assistance.

12. Protected Activity Not Prohibited. Executive understands that nothing in this Separation Agreement, or any other agreement or policy of the Company, shall in any way limit or prohibit Executive from engaging in any Protected Activity. Protected Activity includes filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"). Executive understands that in connection with such Protected Activity, he is permitted to disclose documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company Confidential Information to any parties other than the Government Agencies. Executive further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications or attorney work product. In addition, pursuant to the Defend Trade Secrets Act of 2016, Executive is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely* for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

13. Nondisparagement. Executive agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees.

14. No Admission of Liability. Executive understands and acknowledges that with respect to all claims released herein, this Separation Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Executive unless such claims were explicitly not released by the release in this Separation Agreement. No action taken by the Company hereto, either previously or in connection with this Separation Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Executive or to any third party.

15. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Separation Agreement.

16. ARBITRATION. EXCEPT AS PROHIBITED BY LAW, THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS SEPARATION AGREEMENT, THEIR INTERPRETATION, EXECUTIVE'S EMPLOYMENT WITH THE COMPANY OR THE TERMS THEREOF, OR ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA") AND THAT THE FAA SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT; HOWEVER, WITHOUT LIMITING ANY PROVISIONS OF THE FAA, A MOTION OR PETITION OR ACTION TO COMPEL ARBITRATION MAY ALSO BE BROUGHT IN STATE COURT UNDER THE PROCEDURAL PROVISIONS OF SUCH STATE'S LAWS RELATING TO MOTIONS OR PETITIONS OR ACTIONS TO COMPEL ARBITRATION. EXECUTIVE AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EXECUTIVE MAY BRING ANY SUCH ARBITRATION PROCEEDING ONLY IN EXECUTIVE'S INDIVIDUAL CAPACITY. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN TRAVIS COUNTY, TEXAS BEFORE JUDICIAL ARBITRATION & MEDIATION SERVICES,

INC. ("JAMS"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES ("JAMS RULES"). THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH TEXAS LAW, INCLUDING THE TEXAS RULES OF CIVIL PROCEDURE, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL TEXAS LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH TEXAS LAW, TEXAS LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

17. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Executive or made on Executive's behalf under the terms of this Separation Agreement. Executive agrees and understands that Executive is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Executive further agrees to indemnify and hold the Releasees harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Executive's failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs. The Parties agree and acknowledge that the payments made pursuant to Section 1 of this Separation Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

18. Section 409A. It is intended that this Separation Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("Section 409A") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Separation Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Payments under Section 1 of this Separation Agreement will be made no later than March 15, 2021. The Company and Executive will work together in good faith to consider either (a) amendments to this Separation Agreement; or (b) revisions to this Separation Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Executive under Section 409A. In no event will the Releasees reimburse Executive for any taxes that may be imposed on Executive as a result of Section 409A.

19. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Separation Agreement. Executive represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Separation Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

20. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal,

unenforceable, or void, this Separation Agreement shall continue in full force and effect without said provision or portion of provision.

21. Entire Agreement. This Separation Agreement represents the entire agreement and understanding between the Company and Executive concerning the subject matter of this Separation Agreement and Executive's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Separation Agreement and Executive's relationship with the Company. This Separation Agreement does not supersede and replace the Surviving Provisions.

22. No Oral Modification. This Separation Agreement may only be amended in a writing signed by Executive and the Company's Chairman of the Board or a duly authorized member of the Board.

23. Governing Law. This Separation Agreement shall be governed by the laws of the State of Texas, without regard for choice-of-law provisions, except that any dispute regarding the enforceability of the arbitration section of this Separation Agreement shall be governed by the FAA. Executive consents to personal and exclusive jurisdiction and venue in the State of Texas.

24. Effective Date. Executive understands that this Separation Agreement shall be null and void if not executed by Executive within twenty-one (21) days. Each Party has seven (7) days after that Party signs this Separation Agreement to revoke it. This Separation Agreement will become effective on the eighth (8th) day after Executive signed this Separation Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date").

25. Counterparts. This Separation Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Separation Agreement may be executed and delivered by facsimile, photo, email PDF, or other electronic transmission or signature.

26. Voluntary Execution of Agreement. Executive understands and agrees that he executed this Separation Agreement voluntarily and without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) he has read this Separation Agreement; (b) he has been represented in the preparation, negotiation, and execution of this Separation Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (c) he understands the terms and consequences of this Separation Agreement and of the releases it contains; (d) he is fully aware of the legal and binding effect of this Separation Agreement; and (e) has not relied upon any representations or statements made by the Company that are not specifically set forth in this Separation Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Separation Agreement on the respective dates set forth below.

ALEXANDER M. DAVERN

May 5, 2020

/s/ Alexander M. Davern

Alexander M. Davern

NATIONAL INSTRUMENTS CORPORATION

May 5, 2020

By: /s/ Michael McGrath

Michael McGrath

Chairman of the Board

NATIONAL INSTRUMENTS CORPORATION

**Restricted Stock Unit Award Agreement
(Non-Employee Director)**

Grant Number: <<RSU_Number>>

National Instruments Corporation (the "Company") hereby grants you, <<First>> <<Middle>> <<Last>> (the "Participant"), an award of restricted stock units ("Restricted Stock Units") under the National Instruments Corporation 2020 Equity Incentive Plan (the "Plan"). Subject to the provisions of Appendix A (attached) and of the Plan, the principal features of this Award are as follows:

Date of Grant: <<Date (Month date, year)>>
 Number of Restricted Stock Units: <<RSU_Shares>>
 Vesting Commencement Date: <<Vest_Base_Date (Month date, year)>>

Vesting of Restricted Stock Units: Subject to any accelerated vesting provisions in the Plan and this Award, the Restricted Stock Units will vest as follows:

[_____ percent (____%)] [Insert Fraction e.g. (One-Third (1/3))][One-Fourth (1/4)][One-Fifth (1/5)] of the Restricted Stock Units will vest on [each] [the] anniversary of the Vesting Commencement Date, subject to Participant continuing to be a non-employee Director through such date[s].

Unless otherwise defined herein or in Appendix A, capitalized terms herein or in Appendix A will have the defined meanings ascribed to them in the Plan.

IMPORTANT:

The Company's obligation to deliver Shares or cash pursuant to this Award of Restricted Stock Units is subject to all of the terms and conditions contained in Appendix A and the Plan, including the Tax Obligations (as defined in Appendix A). Before the Company delivers any Shares or cash pursuant to this Restricted Stock Unit Award Agreement, you must click on the link to each of the documents to reflect your review and acceptance of this Award, including, without limitation, (i) the Restricted Stock Unit Award Agreement and Appendix A thereto and (ii) the Plan (collectively, the "Award Documents"). **PLEASE BE SURE TO READ APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THIS AWARD.**

By clicking the "ACCEPT" button, you agree to the following:

You acknowledge and agree that:

- (a) you have been able to access and view the Award Documents and understand that all rights and obligations with respect to this Award are set forth in such documents;
- (b) you agree to all terms and conditions contained in the Award Documents, including the Tax Obligations; and
- (c) the Award Documents set forth the entire understanding between the Company and you regarding this Award and your right to receive a whole number of Shares (or, in the discretion of the Administrator, a lump sum cash payment equal to the Fair Market Value of such Shares) thereunder.
- (d) you have previously executed a confidentiality agreement in such form as prescribed by the Company as consideration for this Award.

APPENDIX A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARDS

1. **Grant.** The Company hereby grants to the Participant under the Plan an Award for a number of Restricted Stock Units set forth in the Restricted Stock Unit Award Agreement, subject to all of the terms and conditions of the Restricted Stock Unit Award Agreement, including this Appendix A (collectively, the "Award Agreement"), and the Plan.

2. **Company's Obligation to Pay.** Each Restricted Stock Unit represents the right to receive a Share (or, in the Administrator's discretion, a lump sum cash payment equal to the Fair Market Value of such Share) if it becomes vested. The Participant will have no right to settlement of any unvested Restricted Stock Units. Prior to actual settlement of any vested Restricted Stock Units, such Restricted Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Subject to the provisions of Section 5, such vested Restricted Stock Units will be settled as soon as practicable after vesting, but no later than the fifteenth (15th) day of the third (3rd) month following the end of the Fiscal Year that includes the vesting date.

3. **Vesting Schedule.** Except as provided in Sections 4 and 5, and subject to Section 6, the Restricted Stock Units granted under this Award Agreement will vest in the Participant according to the vesting schedule set forth in the Award Agreement. In the event any Restricted Stock Units have not vested by the [X] anniversary of the Vesting Commencement Date, the then-unvested Restricted Stock Units granted under this Award Agreement will thereupon be forfeited without consideration payable by the Company and the Participant will have no further rights thereunder.

4. **Acceleration of Vesting upon Death or Disability.** In the event Participant ceases to be a Director as the result of Participant's death or "Disability" prior to the [X] anniversary of the Vesting Commencement Date, 100% of the Restricted Stock Units that have not vested as of such date will immediately vest. For these purposes, "Disability" will have the meaning set forth in the Plan.

5. **Administrator Discretion.** The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator.

Notwithstanding anything in the Plan or this Award Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the Administrator determines, in its discretion, that the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant's termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in a whole number of Shares (or, in the Administrator's discretion, a lump sum cash payment equal to the Fair Market Value of such Shares) to the Participant's estate as soon as practicable following his or her death. It is the intent of this Award Agreement to comply with, or be exempt from, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable (or cash payable) thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

6. Forfeiture upon Termination of Continuous Service or Pursuant to Clawback Policy. If Participant ceases to be a Director for any or no reason other than death or Disability, the then-unvested Restricted Stock Units (after taking into any accelerated vesting that may occur as the result of any such termination) granted under this Award Agreement will thereupon be forfeited without consideration payable by the Company and the Participant will have no further rights thereunder. Additionally, the Participant's rights, payments, and benefits with respect to this Award will be subject to the reduction, cancellation, forfeiture, or recoupment upon the occurrence of certain specified events, and to the extent, prescribed under the Company's clawback policy as may be established and/or amended from time to time (the "Clawback Policy"). A Participant who has received Shares or cash upon settlement of the Award may be required to forfeit, return or reimburse the Company all or a portion of the Award and any amounts paid thereunder pursuant to the terms of the Clawback Policy or as necessary or appropriate to comply with Applicable Laws.

7. Payment after Vesting. Any Restricted Stock Units that vest in accordance with Sections 3, 4 or 5 will be paid to the Participant (or in the event of the Participant's death, to his or her estate) in whole Shares (or, in the Administrator's discretion, in a lump sum cash payment). No fractional Shares shall be issued to Participant and Participant shall not be entitled to consideration for any fractional Shares.

8. Payments after Death or Disability. Any distribution or delivery to be made to the Participant under this Agreement will, if the Participant is then deceased or Disabled, be made to the Participant's legal representatives, heirs, legatees or distributees, as applicable. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Administrator to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

9. Tax Obligations. Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (1) all federal, state, and local taxes (including, if applicable, the Participant's self-employment tax obligation) or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (2) the Participant's and, to the extent required by the Company, the Company's fringe benefit tax liability, if any, associated with the grant, vesting or settlement of the Restricted Stock Units or the sale of Shares, and (3) any other Company taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or the grant, vesting or settlement thereof or the sale of Shares) (collectively, the "Tax Obligations"), is and remains Participant's responsibility. Participant further acknowledges that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions with respect to such Shares, and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. When vested Restricted Stock Units are settled, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction.

10. Nature of Grant. In accepting the Award, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the Award of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been awarded in the past;

(c) Participant is voluntarily participating in the Plan;

(d) the Award of Restricted Stock Units and the cash or Shares issuable thereunder, including the value of dividends, distributions and future proceeds, are not intended to replace any compensation; the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(e) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty; and

(f) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock.

11. Rights as Stockholder. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued (including in book entry), recorded on the records of the Company or its transfer agents or registrars, and, if applicable, delivered to the Participant.

12. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A NON-EMPLOYEE DIRECTOR OF THE COMPANY, AND NOT THROUGH THE ACT OF BEING APPOINTED AS A DIRECTOR, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS, VESTING IN THE AWARD OR ACQUIRING SHARES OR RECEIVING CASH HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A DIRECTOR FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL.

13. Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 11500 N. Mopac Expressway, Building A, Austin, Texas 78759, Attn: Stock Administrator, or at such other address as the Company may hereafter designate in writing.

14. Award is Not Transferable. Except to the limited extent provided in Section 8, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

15. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

16. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to the Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

17. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.

18. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Board or its Committee administering the Plan will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

19. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

20. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

NATIONAL INSTRUMENTS CORPORATION

**Restricted Stock Unit Award Agreement
(Employee - Performance-Based Vesting Award)**

Grant Number: "RSU_Number"

National Instruments Corporation (the "Company") hereby grants you, "First" "Middle" "Last" (the "Participant"), an award of restricted stock units ("Restricted Stock Units") under the National Instruments Corporation 2020 Equity Incentive Plan (the "Plan"). Subject to the provisions of Appendix A (attached) and of the Plan, the principal features of this Award are as follows:

Date of Grant:	<<Date (Month date, year)>>
Number of Restricted Stock Units:	<<RSU_Shares>>
Performance Period:	[_____ to _____]

Vesting of Restricted Stock Units: Subject to any accelerated vesting provisions in the Plan and this Award [, and the terms of your [offer letter][employment agreement], the Restricted Stock Units eligible to vest will vest as follows:

The number of Restricted Stock Units (if any) eligible to vest will be determined based on how the Company's Total Shareholder Return ("TSR") ranks in comparison to the TSRs of the companies that comprise the Russell 2000 Index (the "Index Group") during the Performance Period.

At the end of the Performance Period, the Participant will vest in the number of Restricted Stock Units as determined by the Administrator, based on achievement of the TSR performance condition, provided that the Participant remains in Full-Time Employment during the Performance Period. The number of Restricted Stock Units that may vest ranges from zero percent (0%) to two hundred percent (200%) (the "Applicable Percentage") of the Target Number of Restricted Stock Units, depending on actual performance during the Performance Period.

The Applicable Percentage will be determined as follows:

<i>Company TSR Percentile Rank within the Index Group</i>	<i>Applicable Percentage</i>
Below 25th percentile	0%
25th percentile	50%
55th percentile	100%
65th percentile	150%
80th percentile or higher	200%

If the Company's TSR ranks at the 55th percentile of the Index Group, 100% of the Target Number of Restricted Stock Units will be eligible to vest. If the TSR percentile rank achieved by the Company is below the 55th percentile of the Index Group, but above the 25th percentile, the Applicable Percentage will decrease by 1.66% for each percentile rank below the 55th percentile. For example, if the Company's TSR ranks at the 40th percentile of the Index Group, then the Applicable Percentage will be calculated as 100% - ((55-40)*1.66)% = 75%. If the Company's TSR percentile rank relative to the Index Group is above the 55th percentile but below the 65th percentile, for each percentile rank above the 55th percentile, the Applicable Percentage will increase by 5%. For example, if the Company's TSR ranks at the 60th percentile of the Index Group, the Applicable Percentage will be calculated as 100% + ((60-55)*5)% = 125%. If the Company's TSR percentile rank relative to the Index Group is above the 65th percentile but below the 80th percentile, for each percentile rank above the 65th percentile, the Applicable Percentage will increase by 3.33%. For example, if the Company's

TSR ranks at the 70th percentile of the Index Group, the Applicable Percentage will be calculated as $150\% + ((70-65)*3.33)\% = 167\%$ (166.5% rounded to the nearest whole number). In no event shall the Applicable Percentage exceed 200%. Percentile ranks will be rounded up to the nearest whole number. The number of Restricted Stock Units eligible to vest (if any) will be rounded down to the nearest whole Share.

For purposes of the TSR calculations, the following additional rules shall apply. TSR will be calculated as change in share price as reported on the applicable exchange, including reinvestment of dividends (assuming dividend reinvestment on the ex-dividend date). The beginning and ending prices for each share (including the Company's) will be the simple average of the daily closing prices for that share of stock during the thirty (30) trading day period immediately preceding and ending on the relevant date as reported on the applicable market. Appropriate adjustments in the TSR calculations shall be made to reflect stock dividends, splits and other transactions affecting the various shares of stock, as determined by the Administrator. Companies that are added to the Russell 2000 Index after the beginning of the Performance Period and companies that cease to be publicly-traded before the end of the Performance Period shall not be considered as part of the Index Group. Companies that remain publicly-traded as of the end of the Performance Period but that cease to be part of the Russell 2000 Index will be included in the Index Group.

All determinations regarding TSR performance and the Applicable Percentage shall be made by the Administrator in its sole discretion within thirty (30) days following the end of the Performance Period and all such determinations shall be final and binding on all parties.

For these purposes, "Full-Time Employment" means that the Participant is not on a Nonstatutory Leave of Absence for 180 days or more during any Fiscal Year during the Performance Period and Participant is a Full-Time Employee during the entire Performance Period.

For these purposes, "Full-Time Employee" means that Participant works in a position of employment with the Company or any Subsidiary of the Company in which Participant is regularly scheduled to work forty (40) or more hours per week or a normal full-time work week pursuant to Applicable Law.

For these purposes, "Nonstatutory Leave of Absence" means any unpaid leave of absence approved by the Company that the Company is not required to provide to Participant pursuant to Applicable Law.

Unless otherwise defined herein or in Appendix A, capitalized terms herein or in Appendix A will have the defined meanings ascribed to them in the Plan.

IMPORTANT:

The Company's obligation to deliver Shares or cash pursuant to this Award of Restricted Stock Units is subject to all of the terms and conditions contained in Appendix A and the Plan, including the Tax Obligations (as defined in Appendix A). Before the Company delivers any Shares or cash pursuant to this Restricted Stock Unit Award Agreement, you must click on the link to each of the documents to reflect your review and acceptance of this Award, including, without limitation, (i) the Restricted Stock Unit Award Agreement and Appendix A thereto and (ii) the Plan (collectively, the "Award Documents"). **PLEASE BE SURE TO READ APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THIS AWARD.**

By clicking the "ACCEPT" button, you agree to the following:

You acknowledge and agree that:

- (a) you have been able to access and view the Award Documents and understand that all rights and obligations with respect to this Award are set forth in such documents;
- (b) you agree to all terms and conditions contained in the Award Documents, including the Tax Obligations;

(c) the Award Documents set forth the entire understanding between the Company and you regarding this Award and your right to receive a whole number of Shares (or, in the discretion of the Administrator, a lump sum cash payment equal to the Fair Market Value of such Shares) thereunder [except as otherwise provided under the terms of your [offer letter][employment agreement]];

(d) If you are employed in or are otherwise subject to taxation in a jurisdiction other than the United States, you have previously executed any and all agreements required by the Company regarding transfer of tax liability to the employee with respect to the Award, including, if, on the date of the Award, you are employed in or are otherwise subject to taxation in: (i) The United Kingdom Norway or Switzerland, the Agreement for the Transfer of Employer's Share Award Tax Liability to the Employee, and (ii) Malaysia, the Agreement (Employee's Election on Income Tax with respect to Employee Stock Incentive Plan). You understand that this Award is subject to the terms of such agreement(s);

(e) if you are employed in China on the date of this Award, you have previously executed an Agreement Regarding China SAFE Requirements, and you understand that this Award is subject to the terms of the Agreement Regarding China SAFE Requirements; and

(f) you have previously executed confidentiality agreement in such form as may be prescribed by the Company as consideration for this Award.

APPENDIX A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARDS

1. Grant. The Company hereby grants to the Participant under the Plan an Award for a number of Restricted Stock Units set forth in the Restricted Stock Unit Award Agreement, subject to all of the terms and conditions of the Restricted Stock Unit Award Agreement, including this Appendix A (collectively, the "Award Agreement"), and the Plan.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share (or, in the Administrator's discretion, a lump sum cash payment equal to the Fair Market Value of such Share) if it becomes vested. The Participant will have no right to settlement of any unvested Restricted Stock Units. Prior to actual settlement of any vested Restricted Stock Units, such Restricted Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Subject to the provisions of Section 5, such vested Restricted Stock Units will be settled as soon as practicable following the date on which the Administrator certifies in writing the Company's TSR percentile rank relative to the Index Group, provided that if such date is not within an open trading window under the Company's Insider Trading Policy, the Restricted Stock Units will be settled on the next day that is within an open trading window under such policy, and, provided further, the settlement date shall be no later than the fifteenth (15th) day of the third (3rd) month following the end of the Fiscal Year that includes the last day of the Performance Period.

3. Vesting Schedule. Except as provided in Sections 4 and 5, and subject to Section 6, the Restricted Stock Units granted under this Award Agreement will vest on the last day of the Performance Period, subject to achievement of the applicable performance goals specified in this Award Agreement and Participant's Full-Time Employment for the entire Performance Period. In the event any Restricted Stock Units have not vested at the end of the Performance Period, the then-unvested Restricted Stock Units granted under this Award Agreement will thereupon be forfeited without consideration payable by the Company and the Participant will have no further rights thereunder.

4. Change in Control. If the Participant remains a Full-Time Employee through the date of a Change in Control, and the Change in Control occurs before the last day of the Performance Period, the following rules will apply. Rather than being determined based on the Company's TSR relative to the Index Group during the Performance Period, the number of Restricted Stock Units eligible to vest will equal 100% of the Target Number of Restricted Stock Units. The number of Restricted Stock Units so determined will be scheduled to vest in equal monthly installments (as of the same day each month or if there is no corresponding day, as of the immediately preceding day of such month) following the Change in Control over the remainder of the original Performance Period, subject to Participant remaining a Full-Time Employee with the successor corporation or a parent or subsidiary of the successor corporation through each such vesting date subject to Section 6 below. For avoidance of doubt, the Restricted Stock Units eligible to vest under this paragraph will become immediately 100% vested pursuant to the terms set forth in Section 11(c) of the Plan if such Awards are not assumed or substituted by the successor corporation or a parent or subsidiary of the successor corporation in connection with a Change in Control.

5. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator.

Notwithstanding anything in the Plan or this Award Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the Administrator determines, in its discretion, that the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant's

termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in a whole number of Shares (or, in the Administrator's discretion, a lump sum cash payment equal to the Fair Market Value of such Shares) to the Participant's estate as soon as practicable following his or her death. It is the intent of this Award Agreement to comply with, or be exempt from, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable (or cash payable) thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

6. Forfeiture upon Termination of Continuous Service or Pursuant to Clawback Policy. If Participant ceases to be an Employee for any or no reason (including death or Disability) during the Performance Period, the Restricted Stock Units will immediately terminate without any consideration payable by the Company. Notwithstanding the foregoing, if Participant's Restricted Stock Units are assumed or substituted in connection with a Change in Control, the unvested Restricted Stock Units will become immediately 100% vested in the event of a termination without Cause within twenty-four (24) months following the Change in Control as provided in Section 11(c) of the Plan. Additionally, the Participant's rights, payments, and benefits with respect to this Award will be subject to the reduction, cancellation, forfeiture, or recoupment upon the occurrence of certain specified events, and to the extent, prescribed under the Company's clawback policy as may be established and/or amended from time to time (the "Clawback Policy"). A Participant who has received Shares or cash upon settlement of the Award may be required to forfeit, return or reimburse the Company all or a portion of the Award and any amounts paid thereunder pursuant to the terms of the Clawback Policy or as necessary or appropriate to comply with Applicable Laws.

7. Payment after Vesting. Any Restricted Stock Units that vest in accordance with Sections 3, 4 or 5 will be paid to the Participant (or in the event of the Participant's death, to his or her estate) in whole Shares (or, in the Administrator's discretion, in a lump sum cash payment). No fractional Shares shall be issued to Participant and Participant shall not be entitled to consideration for any fractional Shares.

8. Payments after Death or Disability. Any distribution or delivery to be made to the Participant under this Agreement will, if the Participant is then deceased or Disabled, be made to the Participant's legal representatives, heirs, legatees or distributees, as applicable. Any such transferee must furnish the Administrator with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Administrator to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

9. Tax Obligations

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (1) all federal, state, and local taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (2) the Participant's and, to the extent required by the Company (or Employer), the Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting or settlement of the Restricted Stock Units or the sale of the Shares, and (3) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or the grant, vesting or settlement thereof or the sale of Shares) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale

of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions with respect to such Shares, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result.

(b) **Tax Withholding.** When vested Restricted Stock Units are settled, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. Pursuant to such procedures and subject to such restrictions as the Administrator may specify from time to time, the Company and/or Employer shall withhold an amount required to be withheld for the payment of Tax Obligations, determined by using up to the maximum federal, state and, if applicable, local marginal tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Administrator, in its discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Tax Obligations, in whole or in part (without limitation), if permissible by applicable local law, by (1) paying cash, (2) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the amount of such Tax Obligations, (3) withholding the amount of such Tax Obligations from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer, (4) delivering to the Company already vested and owned Shares having a Fair Market Value equal to such Tax Obligations, or (5) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount of the Tax Obligations. To the extent determined appropriate by the Company, in its discretion, it will have the right (but not the obligation) to satisfy, any Tax Obligations by reducing the number of Shares otherwise deliverable to Participant. Further, if Participant is subject to tax in more than one jurisdiction between the Date of Grant and a date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges and agrees that the Company and/or the Employer (and/or former employer, as applicable) may be required to withhold or account for tax in more than one jurisdiction. Participant acknowledges and agrees that if Participant fails to make satisfactory arrangements for the payment of such Tax Obligations hereunder at the time of the applicable taxable event, Participant will permanently forfeit such Restricted Stock Units and any right to settlement thereof and the Restricted Stock Units will be cancelled with no consideration to the Participant. Without limitation on any of the foregoing rights or remedies of Company, if Participant fails to make satisfactory arrangements for the payment of such Tax Obligations hereunder, Company has the right, at Company's sole discretion, to sell a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount of the Tax Obligations, or to withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the amount of such Tax Obligations.

10. **Participant Bears Risks of Selling Otherwise Distributable Shares to Cover Tax Obligations.** If any Tax Obligations are to be satisfied by selling a sufficient number of Shares otherwise deliverable to Participant, Participant hereby acknowledges and agrees that such sales will be subject to market pricing and trade execution risks, including trading delays and timing, which could result in the sale of a greater amount of Shares than expected and at a lower price than expected, including in comparison to other market sales within same trading day or adjacent trading days; and that Participant bears all risks associated with such sales, including all market pricing and trade execution risks. Participant hereby agrees to save and hold the Company, all Employers, and any Parent or Subsidiary, and their respective officers, directors and employees, harmless from any and all liabilities arising from or as a consequence of any such sales. Participant agrees that Participant will be responsible for any commissions and related costs with respect to such sales.

11. **Nature of Grant.** In accepting the Award, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the Award of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been awarded in the past;

- (c) all decisions with respect to future Restricted Stock Units or other awards, if any, will be at the sole discretion of the Company;
- (d) Participant is voluntarily participating in the Plan;
- (e) the Award of Restricted Stock Units and the cash or Shares issuable thereunder, including the value of dividends, distributions and future proceeds, are not intended to replace any pension rights or compensation;
- (f) the Award of Restricted Stock Units and the cash or Shares issuable thereunder, including the value of dividends, distributions and future proceeds, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- (g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;
- (h) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock;
- (i) unless otherwise agreed with the Company, the Restricted Stock Units and the cash or Shares issuable thereunder, including the value of dividends, distributions and future proceeds, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary or affiliate of the Company; and
- (j) the following provisions apply only if Participant is providing services outside the United States:

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of Participant as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any), and in consideration of the Award of the Restricted Stock Units to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, the Employer or any other Parent or Subsidiary, waives his or her ability, if any, to bring any such claim, and releases the Company, the Employer or any other Parent or Subsidiary from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(ii) Participant acknowledges and agrees that neither the Company, the Employer nor any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

12. Data Privacy. Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other grant materials ("Data") by and among, as applicable, the Employer, the Company and any Parent or Subsidiary for the purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name; home address; telephone numbers; date of birth; age; social insurance number, social security number, taxpayer identification number and/or other identification

number; tax related information; salary; salary history; nationality; job title; any shares of stock or directorships held in the Company; details of all Restricted Stock Units or any other entitlement to shares of stock granted, canceled, exercised, vested, unvested or outstanding in Participant's favor; and benefit enrollment forms; for the purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to a stock plan service provider as may be selected by the Company from time to time, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of Data by contacting his or her local human resources representative. Participant authorizes the Company and any possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, process, retain and transfer Data, in electronic or other form, for the purpose of implementing, administering and managing his or her participation in the Plan. Participant understands that Data will be held as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected thereby; the only consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative. Nothing in this Section 12 shall be understood as limiting or restricting any other rights of Company, including without limitation under any other consents given by Participant, to receive, possess, use, process, retain and transfer any Data.

13. Rights as Stockholder. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued (including in book entry), recorded on the records of the Company or its transfer agents or registrars, and, if applicable, delivered to the Participant.

14. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY OR THE EMPLOYER, AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS, VESTING IN THE AWARD OR ACQUIRING SHARES OR RECEIVING CASH HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY OR THE EMPLOYER TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

15. Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 11500 N. Mopac Expressway, Building A, Austin, Texas 78759, Attn: Stock Administrator, or at such other address as the Company may hereafter designate in writing.

16. Award is Not Transferable. Except to the limited extent provided in Section 8, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

17. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

18. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to the Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

19. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.

20. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Board or its Committee administering the Plan will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

21. Country Appendix. The Restricted Stock Units are subject to any special terms and conditions for Participant's country set forth in the Country Appendix, if any, to this Award Agreement. If Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to Participant to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

22. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

23. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

NATIONAL INSTRUMENTS CORPORATION

**Restricted Stock Unit Award Agreement
(Employee - Time-Based Vesting Award)**

Grant Number: <<RSU_Number>>

National Instruments Corporation (the "Company") hereby grants you, <<First>> <<Middle>> <<Last>> (the "Participant"), an award of restricted stock units ("Restricted Stock Units") under the National Instruments Corporation 2020 Equity Incentive Plan (the "Plan"). Subject to the provisions of Appendix A (attached) and of the Plan, the principal features of this Award are as follows:

Date of Grant: _____

Number of Restricted Stock Units: <<RSU_Shares>> _____

Vesting Commencement Date: [_____, 202_] _____

Vesting of Restricted Stock Units: Subject to any accelerated vesting provisions in the Plan and this Award[, and the terms of your offer letter or employment agreement], the Restricted Stock Units will vest as follows:

[_____ percent (_____%)] [Insert Fraction e.g. One-Third (1/3)] [One-Fourth (1/4)] [One-Fifth (1/5)] of the Restricted Stock Units will vest on each anniversary of the Vesting Commencement Date, subject to Participant continuing to be an Employee through such dates, and satisfying the Full-Time Employment Requirement for each Eligible Vesting Year.

Restricted Stock Units will not vest during any Eligible Vesting Year if for 180 days or more during such Eligible Vesting Year (i) Participant is on a Nonstatutory Leave of Absence, and/or (ii) Participant is not a Full-Time Employee ((i) and (ii), individually and collectively, being referred to as the "Full-Time Employment Requirement").

In the event that Restricted Stock Units do not vest during an Eligible Vesting Year for failure to satisfy the Full-Time Employment Requirement (the "Forgone Annual Units"), then the Forgone Annual Units that fail to so vest will be eligible to vest in a subsequent Eligible Vesting Year during which the Full-Time Employment Requirement is satisfied; provided, however, that no more than one Eligible Vesting Year's worth of Forgone Annual Units will be able to vest in any such subsequent Eligible Vesting Year; provided, further, that any Restricted Stock Units that fail to vest hereunder by the fifteenth (15th) anniversary of the Vesting Commencement Date will not be eligible to vest thereafter and will automatically be forfeited without any consideration payable by the Company and the Participant will have no further rights with respect thereto.

For these purposes, an "Eligible Vesting Year" means each 12-month period commencing with the Vesting Commencement Date (and each anniversary thereof) through the fifteenth (15th) anniversary of the Vesting Commencement Date.

For these purposes, "Full-Time Employee" means that Participant works in a position of employment with the Company or any Subsidiary of the Company in which Participant is regularly scheduled to work forty (40) or more hours per week or a normal full-time work week pursuant to Applicable Law.

For these purposes, "Nonstatutory Leave of Absence" means any unpaid leave of absence approved by the Company that the Company is not required to provide to Participant pursuant to Applicable Law.

Unless otherwise defined herein or in Appendix A, capitalized terms herein or in Appendix A will have the defined meanings ascribed to them in the Plan.

IMPORTANT:

The Company's obligation to deliver Shares or cash pursuant to this Award of Restricted Stock Units is subject to all of the terms and conditions contained in Appendix A and the Plan, including the Tax Obligations (as defined in Appendix A). Before the Company delivers any Shares or cash pursuant to this Restricted Stock Unit Award Agreement, you must click on the link to each of the documents to reflect your review and acceptance of this Award, including, without limitation, (i) the Restricted Stock Unit Award Agreement and Appendix A thereto and (ii) the Plan, (collectively, the "Award Documents"). **PLEASE BE SURE TO READ APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF THIS AWARD.**

By clicking the "ACCEPT" button, you agree to the following:

You acknowledge and agree that:

- (a) you have been able to access and view the Award Documents and understand that all rights and obligations with respect to this Award are set forth in such documents;
- (b) you agree to all terms and conditions contained in the Award Documents, including the Tax Obligations;
- (c) the Award Documents set forth the entire understanding between the Company and you regarding this Award and your right to receive a whole number of Shares (or, in the discretion of the Administrator, a lump sum cash payment equal to the Fair Market Value of such Shares) thereunder [except as otherwise provided under the terms of your [offer letter][employment agreement];
- (d) if you are employed in or are otherwise subject to taxation in a jurisdiction other than the United States, you have previously executed any and all agreements required by the Company regarding transfer of tax liability to the employee with respect to the Award, including, if, on the date of the Award, you are employed in or are otherwise subject to taxation in: (i) The United Kingdom Norway or Switzerland, the Agreement for the Transfer of Employer's Share Award Tax Liability to the Employee, and (ii) Malaysia, the Agreement (Employee's Election on Income Tax with respect to Employee Stock Incentive Plan). You understand that this Award is subject to the terms of such agreement(s);
- (e) if you are employed in China on the date of this Award, you have previously executed an Agreement Regarding China SAFE Requirements, and you understand that this Award is subject to the terms of the Agreement Regarding China SAFE Requirements; and
- (f) you have previously executed a confidentiality agreement in such form as may be prescribed by the Company as consideration for this Award.

APPENDIX A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARDS

1. Grant. The Company hereby grants to the Participant under the Plan an Award for a number of Restricted Stock Units set forth in the Restricted Stock Unit Award Agreement, subject to all of the terms and conditions of the Restricted Stock Unit Award Agreement, including this Appendix A (collectively, the "Award Agreement"), and the Plan.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share (or, in the Administrator's discretion, a lump sum cash payment equal to the Fair Market Value of such Share) if it becomes vested. The Participant will have no right to settlement of any unvested Restricted Stock Units. Prior to actual settlement of any vested Restricted Stock Units, such Restricted Stock Units will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Subject to the provisions of Section 5, such vested Restricted Stock Units will be settled as soon as practicable after vesting, but in each such case within the period ending no later than the fifteenth (15th) day of the third (3rd) month following the end of the Fiscal Year that includes the vesting date.

3. Vesting Schedule. Except as provided in Sections 4 and 5, and subject to Section 6, the Restricted Stock Units granted under this Award Agreement will vest in the Participant according to the vesting schedule set forth in the Award Agreement. In the event any Restricted Stock Units have not vested by the fifteenth (15th) anniversary of the Vesting Commencement Date, the then-unvested Restricted Stock Units granted under this Award Agreement will thereupon be forfeited without consideration payable by the Company and the Participant will have no further rights thereunder.

4. Acceleration of Vesting upon Death or Disability. In the event Participant ceases to be an Employee as the result of Participant's death or "Disability" prior to the fifteenth (15th) anniversary of the Vesting Commencement Date, 100% of the Restricted Stock Units that have not vested as of such date will immediately vest. For these purposes, "Disability" will have the meaning given to such term in the employment agreement between Participant and the Company; provided, however, that if Participant has no employment agreement, "Disability" will have the meaning set forth in the Plan.

5. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator.

Notwithstanding anything in the Plan or this Award Agreement to the contrary, if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to death, and if (x) Participant is a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the Administrator determines, in its discretion, that the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant's termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in a whole number of Shares (or, in the Administrator's discretion, a lump sum cash payment equal to the Fair Market Value of such Shares) to the Participant's estate as soon as practicable following his or her death. It is the intent of this Award Agreement to comply with, or be exempt from, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable (or cash payable) thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes

of Treasury Regulation Section 1.409A-2(b)(2). For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any proposed, temporary or final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

6. Forfeiture upon Termination of Continuous Service or Pursuant to Clawback Policy. If Participant ceases to be an Employee for any or no reason other than death or Disability, the then-unvested Restricted Stock Units (after taking into any accelerated vesting that may occur as the result of any such termination) granted under this Award Agreement will thereupon be forfeited without consideration payable by the Company and the Participant will have no further rights thereunder. Additionally, the Participant's rights, payments, and benefits with respect to this Award will be subject to the reduction, cancellation, forfeiture, or recoupment upon the occurrence of certain specified events, and to the extent, prescribed under the Company's clawback policy as may be established and/or amended from time to time (the "Clawback Policy"). A Participant who has received Shares or cash upon settlement of the Award may be required to forfeit, return or reimburse the Company all or a portion of the Award and any amounts paid thereunder pursuant to the terms of the Clawback Policy or as necessary or appropriate to comply with Applicable Laws.

7. Payment after Vesting. Any Restricted Stock Units that vest in accordance with Sections 3, 4 or 5 will be paid to the Participant (or in the event of the Participant's death, to his or her estate) in whole Shares (or, in the Administrator's discretion, in a lump sum cash payment). No fractional Shares shall be issued to Participant and Participant shall not be entitled to consideration for any fractional Shares.

8. Payments after Death or Disability. Any distribution or delivery to be made to the Participant under this Agreement will, if the Participant is then deceased or Disabled, be made to the Participant's legal representatives, heirs, legatees or distributees, as applicable. Any such transferee must furnish the Administrator with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Administrator to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

9. Tax Obligations

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (1) all federal, state, and local taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (2) the Participant's and, to the extent required by the Company (or Employer), the Company's (or Employer's) fringe benefit tax liability, if any, associated with the grant, vesting or settlement of the Restricted Stock Units or the sale of the Shares, and (3) any other Company (or Employer) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or the grant, vesting or settlement thereof or the sale of Shares) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions with respect to such Shares, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result.

(b) Tax Withholding. When vested Restricted Stock Units are settled, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. Pursuant to such procedures and subject to such restrictions as the Administrator may specify from time to time, the Company and/or Employer shall withhold an amount required to be withheld for the payment of Tax Obligations, determined by using up to the maximum federal, state and, if applicable, local marginal tax rates applicable to the Participant with respect to the Award on the date that

the amount of tax to be withheld is to be determined. The Administrator, in its discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such Tax Obligations, in whole or in part (without limitation), if permissible by applicable local law, by (1) paying cash, (2) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the amount of such Tax Obligations, (3) withholding the amount of such Tax Obligations from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer, (4) delivering to the Company already vested and owned Shares having a Fair Market Value equal to such Tax Obligations, or (5) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount of the Tax Obligations. To the extent determined appropriate by the Company, in its discretion, it will have the right (but not the obligation) to satisfy, any Tax Obligations by reducing the number of Shares otherwise deliverable to Participant. Further, if Participant is subject to tax in more than one jurisdiction between the Date of Grant and a date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges and agrees that the Company and/or the Employer (and/or former employer, as applicable) may be required to withhold or account for tax in more than one jurisdiction. Participant acknowledges and agrees that if Participant fails to make satisfactory arrangements for the payment of such Tax Obligations hereunder at the time of the applicable taxable event, Participant will permanently forfeit such Restricted Stock Units and any right to settlement thereof and the Restricted Stock Units will be cancelled with no consideration to the Participant. Without limitation on any of the foregoing rights or remedies of Company, if Participant fails to make satisfactory arrangements for the payment of such Tax Obligations hereunder, Company has the right, at Company's sole discretion, to sell a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount of the Tax Obligations, or to withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the amount of such Tax Obligations.

10. Participant Bears Risks of Selling Otherwise Distributable Shares to Cover Tax Obligations. If any Tax Obligations are to be satisfied by selling a sufficient number of Shares otherwise deliverable to Participant, Participant hereby acknowledges and agrees that such sales will be subject to market pricing and trade execution risks, including trading delays and timing, which could result in the sale of a greater amount of Shares than expected and at a lower price than expected, including in comparison to other market sales within same trading day or adjacent trading days; and that Participant bears all risks associated with such sales, including all market pricing and trade execution risks. Participant hereby agrees to save and hold the Company, all Employers, and any Parent or Subsidiary, and their respective officers, directors and employees, harmless from any and all liabilities arising from or as a consequence of any such sales. Participant agrees that Participant will be responsible for any commissions and related costs with respect to such sales.

11. Nature of Grant. In accepting the Award, Participant acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the Award of Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been awarded in the past;
- (c) all decisions with respect to future Restricted Stock Units or other awards, if any, will be at the sole discretion of the Company;
- (d) Participant is voluntarily participating in the Plan;
- (e) the Award of Restricted Stock Units and the cash or Shares issuable thereunder, including the value of dividends, distributions and future proceeds, are not intended to replace any pension rights or compensation;
- (f) the Award of Restricted Stock Units and the cash or Shares issuable thereunder, including the value of dividends, distributions and future proceeds, are not part of normal or expected compensation for purposes

of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(h) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock;

(i) unless otherwise agreed with the Company, the Restricted Stock Units and the cash or Shares issuable thereunder, including the value of dividends, distributions and future proceeds, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary or affiliate of the Company; and

(j) the following provisions apply only if Participant is providing services outside the United States:

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of Participant as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service agreement, if any), and in consideration of the Award of the Restricted Stock Units to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, the Employer or any other Parent or Subsidiary, waives his or her ability, if any, to bring any such claim, and releases the Company, the Employer or any other Parent or Subsidiary from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

(ii) Participant acknowledges and agrees that neither the Company, the Employer nor any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

12. ***Data Privacy. Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other grant materials ("Data") by and among, as applicable, the Employer, the Company and any Parent or Subsidiary for the purpose of implementing, administering and managing Participant's participation in the Plan.***

Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name; home address; telephone numbers; date of birth; age; social insurance number, social security number, taxpayer identification number and/or other identification number; tax related information; salary; salary history; nationality; job title; any shares of stock or directorships held in the Company; details of all Restricted Stock Units or any other entitlement to shares of stock granted, canceled, exercised, vested, unvested or outstanding in Participant's favor; and benefit enrollment forms; for the purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to a stock plan service provider as may be selected by the Company from time to time, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States,

he or she may request a list with the names and addresses of any potential recipients of Data by contacting his or her local human resources representative. Participant authorizes the Company and any possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, process, retain and transfer Data, in electronic or other form, for the purpose of implementing, administering and managing his or her participation in the Plan. Participant understands that Data will be held as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected thereby; the only consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative. Nothing in this Section 12 shall be understood as limiting or restricting any other rights of Company, including without limitation under any other consents given by Participant, to receive, possess, use, process, retain and transfer any Data.

13. Rights as Stockholder. Neither the Participant nor any person claiming under or through the Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued (including in book entry), recorded on the records of the Company or its transfer agents or registrars, and, if applicable, delivered to the Participant.

14. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY OR THE EMPLOYER, AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS AWARD OF RESTRICTED STOCK UNITS, VESTING IN THE AWARD OR ACQUIRING SHARES OR RECEIVING CASH HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY OR THE EMPLOYER TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

15. Address for Notices. Any notice to be given to the Company under the terms of this Agreement will be addressed to the Company at 11500 N. Mopac Expressway, Building A, Austin, Texas 78759, Attn: Stock Administrator, or at such other address as the Company may hereafter designate in writing.

16. Award is Not Transferable. Except to the limited extent provided in Section 8, this Award and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Award, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this Award and the rights and privileges conferred hereby immediately will become null and void.

17. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

18. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to the Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority.

19. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern.

20. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Board or its Committee administering the Plan will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

21. Country Appendix. The Restricted Stock Units are subject to any special terms and conditions for Participant's country set forth in the Country Appendix, if any, to this Award Agreement. If Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to Participant to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

22. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

23. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.