THE TERMS BELOW WILL APPLY ONLY IF MICROCHIP EXPRESSLY INCORPORATES THEM BY REFERENCE IN A microchipDIRECT SOFTWARE PROVIDER AGREEMENT TO WHICH MICROCHIP IS A PARTY.

**SPSA Additional Terms**

Sections I through XII of this document (collectively, “SPSA Additional Terms”) are incorporated into, and made a part of, the microchipDIRECT Software Provider Agreement between Provider and Microchip (“SPA”). The paragraphs, sections, and Exhibits referenced in this document by their titles, or in numerical or alphabetical form, are all part of the SPA Additional Terms unless expressly indicated otherwise in this document.

I. Additional Definitions. Certain capitalized terms used in the SPA Additional Terms are defined (i) in this Section, (ii) other sections, or (iii) in the SPA.

"Affiliate" means, with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified; and "control" means, with respect to any Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, and "Person" means any corporation, partnership, limited liability company, association, group, trust, estate, firm, individual, or other legal entity.

"Agreement" or "this Agreement" means the SPA, which includes, without limitation, the SPA Additional Terms.

"Claims" means any claims (including, without limitation, any investigation, action or other proceeding) by a third party.

"Client" means any information of, or related to, any Client.

"Code Example Software" means Software that may be used as examples for Clients to incorporate either as-is or with modifications, in connection with the Client’s use of the applicable Microchip Device.

"Limited Use" means the permitted use or functionality of any Software made available for Purchase.

"Limited-Use Software" means a Software for Limited Use that you authorize Microchip to make available to third parties without charge, and that you have conspicuously labeled or otherwise marked as "Limited Use Software."

"Losses" means any and all damages, losses, liabilities, costs and expenses including, without limitation, reasonable attorneys’ fees.

"Open Source Software" or "OSS" means any software subject to terms that, as a condition of use, copying, modification or redistribution, require such software or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

"Payment Elements Threshold" means the amount Microchip selects from time to time as the threshold upon which Microchip will determine whether to transfer or remit the applicable calendar quarter's Purchase Proceeds (i) to your PayPal Account, or (ii) using any other method of transferring or remitting funds that Microchip elects, as provided under the paragraph titled "Other Fund-Transfer Methods.")

"PayPal Account" means an account you have opened with PayPal, Inc. or its successors-in-interest ("PayPal").

"Provider Marks" means your, your affiliates’, and your licensors’ trademarks and other marks provided to Microchip from time to time.

"Provider Materials" means any one or more of the following items that Provider provides Microchip in electronic or hardcopy format: marketing materials, specifications, or other documents related to the Software; videos; text; photographs or other images; and any other information in connection with Provider’s technology or business.

"Submission Portal Terms" means the Microchip Website Usage & Limitation of Liability terms, the Privacy Policy, and other terms as set forth in the Submission Portal, as modified by Microchip from time to time.

"Transaction taxes" means any one or more of the following types of taxes, duties, or charges, or similar taxes, duties, or charges, that a governmental agency or taxing authority, whether Federal, state, local, or other type of jurisdiction, may assess, levy, or otherwise require to be collected in connection with a Purchase: sales, use, ad valorem, value added, excise, goods and services, and custom duties.

"Utilities Software" means Software that (i) may be used by Client on a stand-alone basis and without modifications; or (ii) may be attached, incorporated into, or embedded within other software such as (but without limitation) MPLAB X IDE.

II. Purchase Facilitation: Additional Terms.

(a) Microchip Affiliates. Microchip may, at any time, delegate one or more of its obligations, or may assign one or more of its rights, under this Agreement to any Microchip Affiliate. A Microchip Affiliate may facilitate Purchases and deliver the Software to Clients in countries other than the United States.

(b) License to Microchip. To further your authorization of Microchip as described in the SPA section titled "Purchase Facilitation Authorization," you hereby grant Microchip and Microchip Affiliates, a non-exclusive, royalty-free, worldwide license to: (1) host the Software to allow for storage and Client access; (2) reproduce, adapt, format, or otherwise prepare the Software, including, without limitation, by copying it on tangible media, for purposes of allowing: (A) Purchase via the eStore, (B) post-Purchase electronic download by Clients from the eStore, or delivery of the Software in tangible media or via other means to Clients, (C) download of any Limited-Use Software by any third party from any Microchip website or delivery of the Limited-Use Software in tangible media or via other means to a third party, or (D) Microchip personnel to use the Software to provide customer support or customer-application development; (3) display or otherwise use the Software or any Limited-Use Software, any associated information from you, or any of your related technology to market, promote, or make the Software available for Purchases; (4) make any Limited-Use Software available via any Microchip website or other Microchip distribution mechanism; (4) distribute the Software by allowing Clients to electronically download the Software after Purchase, or, at Microchip’s option, receive the Software in tangible media or via other means; (5) distribute the Limited-Use Software by allowing any third party to electronically download or otherwise receive any Limited-Use Software; (6) distribute the Activation Keys to Clients upon Purchase or upon your request; and (7) use the Software, any associated information from you, or any of your related technology to provide customer support for the Software, if Microchip has agreed to provide that support under a separate written agreement.

(c) Client License.

(i) License Grant.

(1) If the License Agreement is included within any Software (e.g. in a click-wrap form or in a file within the Software), you authorize Microchip to pass the License Agreement through to the Client. If any Client has questions about any License Agreement, Microchip may refer the Client to you, and you will then directly and promptly communicate with the Client with regards to those questions. Regardless of whether the Client downloaded the Software from the eStore or the Provider Website, if the Client is required to sign or otherwise accept the License Agreement after the Purchase, and if the Client (A) informs Microchip that it does not agree with, or that it desires to negotiate before signing or otherwise accepting, the License Agreement, and (B) returns, or otherwise cancels its Purchase of, the Software, Microchip is not obligated to transfer or remit the applicable Purchase Proceeds.

(2) In addition to the terms in this Section, the terms in the paragraph titled “Provider License Agreement Terms” in Exhibit A apply to you. If you do not have a License Agreement included within the Software, then, with respect to that Software, the terms under “License to Client” in Exhibit A (or substantially-similar terms) will apply. Microchip is not responsible for a Client’s failure to comply with any License Agreement or, if applicable, the "Limited License Grant" described in Exhibit A.

(ii) Provider License Agreement Format.

(1) This paragraph applies if the License Agreement is included within the Software itself. You will provide any License Agreement in a click-wrap format with an "I Accept" icon or checkbox that requires the Client or its personnel to click or check the icon or checkbox to indicate agreement with the License Agreement’s terms before initially installing, running, or otherwise using the Software. Furthermore, you will ensure that the License Agreement will be easily accessible within the Software and printable by the Client at any time. If the Software or related documentation references a URL to your website that displays the License Agreement (the "License Agreement URL"), you will ensure that the License Agreement URL will always publicly display the entire License Agreement and allow it to be printed. In addition, if you provide Microchip the License Agreement URL, you will ensure that the terms posted on the License Agreement URL are consistent with the terms in the License Agreement included within the Software. Microchip may, at its sole discretion, display the License Agreement URL on the eStore’s webpage(s) as a hyperlink to your website, provided there are no technical problems. For clarity, Microchip has no obligation to check, track, or keep records of whether a Client has clicked or checked the “I Accept” icon or checkbox, or otherwise agreed with the License Agreement.

(2) With respect to Limited-Use Software, you are responsible to include (within the License Agreement) terms that restrict its use.
Software Licensor, you expressly acknowledge that you do not transfer Software ownership to Microchip or Microchip Affiliates. You expressly acknowledge that you, not Microchip, are the licensor of any Software in connection with any Purchase. Microchip is not a party to any License Agreement, any other agreement between you and Client, or, if applicable, the Software License Grant even if Microchip passes it through to the Client. The License Agreement terms will not be construed to limit your liability or responsibilities to Microchip under this Agreement.

(d) Taxes on Software Purchases. If Microchip determines that it is required under applicable laws, regulations, ordinances, or tax rulings to collect and remit any Transactional Taxes, Microchip will do so without deducting the applicable Transactional Taxes from the Purchase Proceeds, but Microchip’s failure to collect or remit any Transactional Taxes will not be deemed a breach of this Agreement. You are responsible for complying with any tax obligations that apply to you.

III. Software Submission.

(a) Software Submissions Account.

(i) Account Activities. Only you may use your Submission Access Account, if Microchip grants you access. You will comply with the Submission Portal Terms, and you agree that: (1) you are responsible for all activity within or through your Submission Access Account, whether you authorized the activity; (2) you will not share your user name and password or otherwise authorize any third party to access or use the Submission Access Account or submit any Software, whether on your behalf or otherwise; (3) you will keep your information current; and (4) you will not, and you will ensure that any of your employees, contractors, agents, or representatives do not, engage in any activity that interferes with, disrupts, damages, corrupts, or accesses, in any unauthorized manner, the servers, networks, underlying infrastructure, or other systems or properties of any Submission Portal. For any or no reason, Microchip may, in its sole discretion, terminate your Submission Access Account, or remove or delete any Software or content you uploaded.

(ii) Microchip’s Use of Your Data. Microchip may use Provider’s contact data and other Provider information to: (1) make the Software available for Purchase and for any other purpose relating to the Software as contemplated under this Agreement, (2) transfer or remit the Purchase Proceeds, (3) refer Clients to you in connection with any technical-related complaints or queries regarding the applicable Software; and (4) respond to any queries regarding the Software.

(b) Software Proposed.

(i) Software or Activation Keys Submission. Notwithstanding anything to the contrary in this Section, Microchip or any Microchip Affiliate may, at its sole discretion, determine whether to facilitate delivery of the Software by allowing Clients to electronically download the Software via the eStore, shipping a copy of the Software in a tangible medium to the Client, or providing the Activation Keys to the Client. In any event, you will provide Microchip a completed copy of the Software Pre-Release Export Profile as provided in the SPA for each Software you submit or propose to make available for Purchase. You will submit each Software and its Activation Keys (1) through the Submission Portal in accordance with Microchip’s requirements and instructions as set forth in the Submission Portal, or (2) as otherwise requested by Microchip. If your Software is not in compliance with any recommendations described in the Submission Portal, you will promptly correct such non-compliance before you submit your Software. You will submit to Microchip the source code for all Code Example Software at the time of your submission. Although Microchip does not require you to submit source code for any Utilities Software, if you intend to submit its source code, you will first notify Microchip of your intent. In addition, upon Microchip’s request, you will, at your expense and without charging Microchip (1) submit any Software in a tangible medium and in quantities requested by Microchip and (2) deliver the tangible medium Delivery Duty Paid (INCOTERMS 2010) at Microchip’s site specified in its request. The risk of loss of, or damage to, such tangible medium will transfer to Microchip upon its receipt of such tangible medium. If a Client purchases any Client-Specific Software or its Activation Keys via the eStore, you will, within one business day from the Purchase date, submit the Client-Specific Software or its Activation Keys to Microchip for delivery to the Client unless you notify Microchip, before you allow Microchip to offer it via the eStore, that you will not be able to do so within that one-business-day period, in which case you will notify Microchip of the date on which you intend to submit that Software or its Activation Keys to Microchip.

(ii) Software for Limited Usage. When providing any Software to Microchip for Limited Use, you will conspicuously label or otherwise mark that Software as “Limited Use Software.” If you fail to do so, the Software will not be deemed Limited-Use Software notwithstanding anything to the contrary in the License Agreement.

(iii) Responsibility. You are solely responsible for any Software, including, without limitation, for the Software’s performance, even if Microchip (1) tests or evaluates your Software for any reason, (2) downloads the Software from the Submission Portal or otherwise hosts the Software to make the Software available for Purchase, (3) promotes or markets the Software, (4) provides Clients with Activation Keys, or (5) assists Clients related to the Software’s use. All copies of the Software you submit will be retained (or destroyed) by Microchip and may not be returned to you. You will maintain your own backup copies.

(iv) Open Source. If the Software includes Open Source Software, then, subject to paragraph (b) (Software) of the SPA section titled “Representations and Warranties,” you will comply with all applicable Open Source Software license terms, including any source code availability requirements.

(v) Client-Specific Software. If a potential client delays purchasing or does not proceed with the Purchase of the Client-Specific Software, neither Microchip nor such potential client will be liable for any costs or expenses you inured in connection with the Client-Specific Software, including, without limitation, any software development, bundling, or creation costs or expenses.

(c) Export.

(i) You will comply with all applicable laws and regulations, including applicable export-control laws and regulations of the U.S., United Kingdom, European Union, or other applicable countries, in connection with your delivery of the Software to Client (including, without limitation, by allowing Client to download the Software from the Provider Website).

(ii) You will not submit or propose a Software that would require Microchip, any Microchip Affiliate, or any other relevant information including, without limitation, telephone and email addresses of your relevant personnel and your designated Worldwide Web address for Technical Support, for purposes of informing Clients how to obtain Technical Support from you. Microchip may display your contact information on any Microchip website. You will provide Technical Support at a level equal to or greater than that provided by you to all other persons or entities that purchase the Software from you directly, or from your distributors. In addition, you will provide Technical Support at least via a web forum or other communications or interaction with Clients via the Internet, or via direct email communications with Clients. Your initial response to any Client’s request for Technical Support will be
within 48 hours from Client’s initial request. Updated Software may be provided by Provider as part of Software Maintenance separately purchasable via the eStore, or as part of any Technical Support at no cost. For clarity, Microchip is not obligated to provide any customer support in connection with any Software.

V. Confidentiality.
   (a) Agreement. This Agreement’s terms and conditions and its existence, and any information regarding Microchip’s business marked or otherwise identified as confidential or proprietary at the time of disclosure, or that a reasonable person would regard as confidential or proprietary at the time of disclosure, are confidential to Microchip (“Microchip Confidential Information”). You will use the same degree of care in protecting and preserving Microchip Confidential Information as you use to protect your own confidential or proprietary information, but you shall never use such information or the extent of care within the United States regardless of whether such Microchip Confidential Information may be obtained, used or stored. You will protect the Microchip Confidential Information from any use or disclosure except as permitted herein. If you are required to provide Microchip Confidential Information to any court, government agency or party under a written court order, subpoena, regulation or process of law, you will first promptly notify Microchip. The notice will be in writing and identify the terms and circumstances surrounding such required disclosure, so that Microchip may have a reasonable opportunity to seek a protective order or other appropriate remedy from the proper authority. You agree to provide reasonable assistance to Microchip in seeking that order or remedy. To the fullest extent permitted by law, you will continue to protect as confidential all Microchip Confidential Information disclosed in response to a written court order, subpoena, regulation or other process of law.
   (b) Client Data. You will protect Client Data from any use or disclosure except as expressly permitted herein or as expressly permitted in a separate confidentiality agreement between you and Client. In protecting Client Data, you will use at least a reasonable standard of care based upon United States standards.
   (c) Disclosure to Representatives. You may provide Client Data and Microchip Confidential Information only to your affiliates or employees (collectively, “Recipient Representatives”) who have a bona fide need to know it and who have agreed in writing to comply with obligations substantially similar to those set forth in this Section. Notwithstanding the foregoing, you will not provide any Client Data to any Recipient Representatives if the Client restricts you from doing so. You are responsible for any Representative’s violation of this Section. Any such violation is deemed to be your breach of this Section. For clarity, this Agreement does not grant you any right, by license or otherwise, to Client Data.

VI. Microchip Marketing: Product Ratings. You expressly acknowledge that Microchip may use the eStore to promote, market, and make available for purchase, among other things, other products with features or functionality similar to the Software. No minimum Purchase volume requirement will apply to Microchip under this Agreement. The eStore, Submission Portal, or other Microchip websites may allow Clients to comment on or rate any Software. Microchip may use those ratings and other data to determine how it promotes or markets the Software. The Software may be subject to ratings with which you may not agree. The opinions and comments made by Clients or other third parties do not necessarily reflect Microchip’s views. Microchip does not endorse any Client opinions or any opinions expressed on the eStore, Submission Portal, or other Microchip websites.

VII. Purchase Proceeds Allocation: Additional Terms.
   (a) Account Maintenance; Documentation; Actual Amounts. You will, at your expense, create and maintain the PayPal Account if PayPal’s payment system is a supported payment method in your country, and provide Microchip accurate and complete information regarding it and other information Microchip requests. If you do not create, or if you fail to maintain, the PayPal Account, you will immediately notify Microchip in writing. If Microchip elects to use another method to transfer or remit the Purchase Proceeds, upon Microchip’s request, you will promptly provide accurate and complete account numbers and other banking-related information. In addition, you will promptly provide accurate and complete tax-related information. Any transfer or remittance of any Purchase Proceeds may, at Microchip’s sole discretion, be contingent upon you providing the information described herein. Notwithstanding anything to the contrary in this Agreement, the amount you actually receive may depend upon any applicable tax withholding requirements and any charges imposed by PayPal or the applicable banks, or other third-party entities involved in processing payment or remittance of the applicable Purchase Proceeds (collectively, “Financial Entities”), and may be subject to their terms. You will comply with the applicable Financial Entity’s terms. If taxes are required to be withheld on any amounts to be paid by Microchip to you, Microchip will deduct such taxes from the amount owed and pay them to the appropriate taxing authority.
   (b) Purchase Proceeds Transfer
   (i) PayPal Account. If the applicable calendar quarter’s Purchase Proceeds are at or below the Payment Method Threshold, then Microchip will, subject to this Agreement’s other terms, initiate transfer or remittance of the applicable Purchase Proceeds, in U.S. Dollars, to the PayPal Account within 60 days following the end of the calendar quarter in which the Purchase occurred.
   (ii) Other Fund Transfer Methods:
   (1) PayPal Account. If you fail to create or maintain the PayPal Account, then, provided you notify Microchip in writing in accordance with Section VII(a) (Account Maintenance; Documentation; Actual Amounts), Microchip may, at its sole discretion, either (A) await your creation or renewal of the PayPal Account (unless Microchip determines that PayPal’s payment system is not a supported payment method in your country), or (B) request you to invoice Microchip for the Purchase Proceeds amount specified by Microchip for the applicable quarter. If Microchip requests you to invoice, and if your invoiced amount is the same as the Purchase Proceeds specified by Microchip, then, subject to this Agreement’s other terms, Microchip will, within 30 days from its receipt of your invoice, transfer or remit such amount in U.S. Dollars via any fund transfer or remittance method.
   (2) Miscellaneous. If the applicable calendar quarter’s Purchase Proceeds are above the Payment Method Threshold, then within 30 days from your receipt of the Quarterly Transaction Report or any other Microchip documentation specifying the Purchase Proceeds that Microchip has calculated for that quarter, you will invoice Microchip for the Purchase Proceeds amount that Microchip specified. If your invoiced amount is the same as the Purchase Proceeds Microchip has calculated for the applicable quarter, subject to this Agreement’s other terms, Microchip will, within 30 days from its receipt of your invoice, transfer or remit such amount in U.S. Dollars via any fund transfer or remittance method.
   (iii) Miscellaneous. If the applicable calendar quarter’s Purchase Proceeds are less than One Hundred United States Dollars (USD$100), then Microchip may transfer or remit them together with the Purchase Proceeds (if any) due in the next calendar quarter in which the combined total exceeds that amount. Microchip is deemed to have transferred or remitted the applicable Purchase Proceeds in accordance with this Agreement when Microchip initiates the payment of the applicable Purchase Proceeds to the PayPal Account or, if applicable, sends you a check or otherwise initiates a transfer or remittance of the Purchase Proceeds, whether or not you actually receive them. Without limiting the generality of the paragraph titled “Force Majeure,” Microchip is not responsible for any payment delay, or for any loss or misapplication of the Purchase Proceeds, due to (1) your delay or failure to comply with this Agreement, or (2) a Financial Entity’s error, omission, or delay or failure to proceed with or otherwise process the transfer or remittance.
   (c) Returns and Offset
   (i) If an Authorized Revenue Reversal occurs, you agree that Microchip may refund the Software’s price to a Client whether or not the Client physically returns the Software to Microchip, and you are responsible for all expenses Microchip incurs related to the Authorized Revenue Reversal (“Revenue-Reversal Costs”).
   (ii) Microchip may request you to refund, or deduct from you any future payments of the Purchase Proceeds, the amount equivalent to any Purchase Proceeds Microchip transferred or remitted to you for the Purchase of any Software subject to an Authorized Revenue Reversal. In addition, Microchip may request a reimbursement of any Revenue-Reversal Costs. If Microchip requests a refund or reimbursement in accordance with this Section VII(c), you must pay Microchip the full amount within 10 days. If you fail to do so, Microchip may offset any amounts you owe Microchip under this Agreement against amounts Microchip owes you under this Agreement or any other agreement with you.
   (d) Disputes. If a dispute regarding one or more of the following topics arises, the Parties will cooperate to resolve such dispute in good faith within sixty (60) days following receipt of a dispute notice from the other Party: Purchase Proceeds, the Microchip Retention, any amounts you invoiced Microchip, any refunds or reimbursements Microchip requests from you, any deductions Microchip makes from future payments of Purchase Proceeds, or any other payment-related matters
between the Parties. If the dispute has not been resolved within such period (or a longer period as mutually agreed upon by the Parties in writing for each dispute), either Party may pursue its claim using other procedures available under applicable law. Micropip will not be deemed in default under this Agreement if it withholds any Purchase Proceeds or other payments because of a bona fide dispute between the Parties.

VIII. Trademark and Copyright Licenses

(a) Trademark License. You hereby grant to Microchip a nonexclusive, non-transferable (except to Microchip Affiliates), non-sublicensable, royalty free, worldwide license to use, reproduce and publicly display the Provider Marks for the purposes and in the manner described in this paragraph. Unless you provide your prior written approval of another use, Microchip and Microchip Affiliates may use Provider Marks only for purposes of identifying the Software, which will be limited to displaying Provider Marks on: (i) Microchip's or Microchip Affiliates' websites (or any successor URL of Microchip or Microchip Affiliates), (ii) the eStore, or (iii) any printed or electronic marketing materials. Within five (5) business days from the Effective Date, you will provide Microchip with your guidelines pertaining to the use of the Provider Marks in promoting and marketing the Software. You will promptly notify Microchip in writing of any changes to those guidelines.

(b) Copyright License. You will provide Microchip, at no charge, the Provider Materials, and you will do so in the format Microchip requests. You hereby grant Micropip a nonexclusive, non-transferable (except to Microchip Affiliates), non-sublicensable, royalty free, worldwide license to use, copy or otherwise reproduce, prepare derivative works based upon, distribute, publically display or perform, transmit, or publish any Provider Materials, including, without limitation, on the eStore and other Microchip websites, for purposes of promoting, marketing, making any Software available for Purchase or Limited Use, and assisting potential customers or Clients in connection with the Software’s use.

IX. Termination: Additional Terms

(a) For Convenience. Either Party may terminate this Agreement for convenience by providing the other at least thirty (30) days prior written notice.

(b) For Cause. (i) By You. You may terminate this Agreement for cause if: (1) Micropip fails to pay the undisputed portion of the applicable Purchase Proceeds when due in accordance with this Agreement and does not cure such non-payment within thirty (30) days following your written notice of non-payment; or (2) Microchip materially breached any of its other obligations under this Agreement and does not cure such breach within thirty (30) days following your written notice of breach (“Microchip’s Non-Payment Breach”).

(ii) By Microchip. Microchip may terminate this Agreement for cause immediately upon written notice unless otherwise indicated in this paragraph, if: (1) you materially breached this Agreement (other than a breach of Section XIII(i) (Assignment) or Section V (Confidentiality)) and do not cure such breach within thirty (30) days following Microchip’s written notice of breach; (2) you breached Section V (Confidentiality) and you do not cure such breach within fifteen (15) days following Microchip’s written notice of such breach; or (3) you breached Section XIII(i) (Assignment).

(c) Termination Effect. If this Agreement expires or is terminated: (i) with respect to all Purchases that occurred before the effective date of expiration or termination, if the Clients have not downloaded the applicable Software or have not otherwise taken delivery by such date, then (1) Microchip may continue to make available such Software via the Store until all such Clients have downloaded the Software, or may deliver the Software to such Clients in a tangible medium or other format (“Continued Availability for Delivery Purposes); and (2) you will continue performing your obligations under Section IV (Customer Support) in connection with all Purchases even if the Software download or delivery in a tangible medium or other format occurs after this Agreement’s termination or expiration; and (ii) except for the Continued Availability for Delivery Purposes, Microchip will discontinue making the Software available for Purchase within sixty (60) days following the date of expiration or termination. If (and only if) you terminate this Agreement for Microchip’s Non-Payment Breach in accordance with this Section, all undisputed amounts Microchip owes you will accelerate and become immediately due and payable.

X. Indemnification

(a) General. You will defend Microchip, and Microchip Affiliates, and their respective directors, officers, employees, and contractors providing services in connection with the Submission Portal or other Microchip websites (each a “Microchip Indemnified Party”) from and against any and all Claims that constitute, or arise out of, or that are in connection with, one or more of the following: (A) your breach of this Agreement; (B) your breach of the License Agreement; or (C) Client’s use or inability to use any Software (including, without limitation, any product liability claims relating to the Software).

(b) Intellectual Property Infringement. You will defend any Microchip Indemnified Party and any Clients from and against any and all Claims alleging that any Software (or any Purchase, use, sale, offer for sale, or importation thereof), any Provider Marks, or any Provider Materials infringe, violate, or misappropriate any third party intellectual property right. In addition, you will indemnify any Microchip Indemnified Party for, from, and against any and all Losses related to such Claims.

(c) Indemnification by You. You will defend any Microchip Indemnified Party and any Clients from and against any and all Claims alleging that any Software (or any Purchase, use, sale, offer for sale, or importation thereof), any Provider Marks, or any Provider Materials infringe, violate, or misappropriate any third party intellectual property right. In addition, you will indemnify any Microchip Indemnified Party and any Clients for, from, and against any and all Losses related to such Claims. You agree that each Client will be entitled to the defenses, indemnities, rights, and remedies set forth in this Section X(b) (collectively, “IP Infringement Indemnity Rights”) and that Microchip will be entitled to assign or pass through any IP Infringement Indemnity Rights to the Client.

XI. Insurance Coverage

(a) Subject to the SPA section titled “Insurance,” you will, at your expense, during the Term and for the 3-year period following this Agreement’s termination or expiration, purchase and maintain commercially reasonable insurance policies with minimum limits as set forth in subsection (b) (Minimum Limits). Such insurance will be provided by an insurance company of U.S.- or internationally-recognized standing with a rating of A-Class IX, or better, as rated by A.M. Best (or with an equivalent rating as rated by an internationally-recognized body in the insurance industry). You will, at your expense, name Microchip and Microchip Affiliates as an additional insured under your commercial general liability insurance policy. If you use vendors or agents in connection with your performance under this Agreement, those persons or entities will also maintain the same minimum insurance requirements contained in this Agreement. Your insurance will be primary insurance and non-contributory to that of Microchip and its Affiliates. You will, at your expense, maintain comprehensive general liability insurance for Commercial general liability insurance with limits not less than $1,000,000 per occurrence, $2,000,000 in the aggregate and (i) Errors and Omissions Insurance, (ii) Professional liability insurance for third party negligence in performance of professional duties and at an endorsement covering copyright, trademark, and other intellectual property infringement, with limits of not less than $1,000,000 per occurrence and $1,000,000 in the aggregate. Subject to the SPA section titled “Insurance,” within thirty (30) days from each anniversary of the Effective Date, or at any time upon Microchip’s request, you will provide Microchip certificates of insurance evidencing satisfactory coverage of the types and limits set forth above: you will send the certificates to the following address: Microchip, 2385 W. Chandler Boulevard, Chandler, Arizona 85224, Attention: Risk Management. Your failure to purchase or maintain the insurance coverage in accordance with this Section, or your failure to provide, or Microchip’s failure to request, a copy of certificates evidencing the coverage, will not be considered or construed as Microchip’s waiver of the requirement that you purchase or maintain the coverage.

XII. General Provisions: Additional Terms

(a) Exhibits. Exhibit A (Terms Relating to Client License) is incorporated into and made a part of the SPA Additional Terms.

(b) No Waivers. No waiver of any term hereof will be effective unless in writing signed by the Party waiving such term. No failure to exercise or delay in exercising any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise or any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(c) Nature of Relationship; No Third-Party Beneficiaries. The Parties are and will be in an independent-contractor relationship under this Agreement. This Agreement does not and is not intended to create an agency, joint venture or partnership between the Parties. Except as expressly provided in this Agreement, this Agreement is not intended to and does not create any claims, rights, remedies or benefits exercisable by any third party.

(d) Assignment. You may not assign this Agreement, or any of your rights, obligations or privileges hereunder, by operation of law or otherwise, without Microchip’s prior written consent. If you assign this Agreement to any Microchip competitor without Microchip’s prior written consent, Microchip may immediately terminate this Agreement. Any attempted assignment, delegation or assumption of this Agreement not in accordance with this paragraph will be null and void and of no force or effect whatsoever. This Agreement’s terms will inure to the benefit of and be binding upon the Parties’ respective successors and permitted assigns.

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(e) Force Majeure. Neither Party will be in default of its obligations hereunder to the extent its performance is delayed or prevented by causes beyond its reasonable control (a "Force Majeure Event"). The Party experiencing a Force Majeure Event will immediately notify the other Party of any Force Majeure Event that may delay its performance under this Agreement and will recommence performance of its obligations immediately upon the Force Majeure Event's cessation.

(f) Notices. Except as otherwise expressly provided in this Agreement, any notice or communication required or permitted hereunder will be given in writing and be in English, sent by: (i) personal delivery, with proof of delivery; (ii) expedited delivery service (e.g. Federal Express, UPS), with proof of delivery; (iii) registered or certified mail, return receipt requested; or (iv) facsimile transmission, provided each transmission is followed by promptly sending the notice via expedited delivery service. Each notice will be addressed as provided below (or to such different addresses or to the attention of such other persons as may be designated by such party by written notice to the other party in accordance with this Section). In addition, with respect to any notice or communication to Provider, Microchip may send an email to Provider's email address on file with Microchip. Except as expressly provided in this paragraph, any notice or communication will be deemed to have been given: (X) immediately if personally served; (Y) upon receipt of a transmission confirmation or an error free transmission if sent by facsimile; (Z) in the case of registered or certified mail, five days after delivery, postage pre-paid; or (AA) in the case of expedited delivery service, the next business day. Any notice or communication that Microchip sends Provider via email will be deemed to have been given upon Microchip's sending of the notice or communication, whether or not Provider actually receives the email.

To Microchip: 3 copies addressed as follows:

<table>
<thead>
<tr>
<th>Provider Company</th>
<th>Provider Name</th>
<th>Address</th>
<th>Facsimile No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microchip Technology Incorporated</td>
<td>2355 West Chandler Blvd.</td>
<td>Chandler, Arizona 85224</td>
<td>480-792-7456</td>
</tr>
<tr>
<td>Microchip Technology Incorporated</td>
<td>Chandler, Arizona 85224</td>
<td>ATTN: Sr. Design Partner Program</td>
<td>Facsimile No.: 480-792-7456</td>
</tr>
</tbody>
</table>

To Provider: Most recent address on file with Microchip

(g) Survival; Severability. Termination or expiration of this Agreement will be without prejudice to the rights and obligations of the Parties accrued up to and including the date of expiration or termination, and will not relieve either Party of any obligation under this Agreement that expressly or by implication survives this Agreement’s expiration or termination. Without limiting the generality of the foregoing, terms under the following section or paragraph headings will survive this Agreement’s termination or expiration: the SPA sections titled “Representations and Warranties,” “Disclaimer,” “Limitations of Liability,” and “General Provisions,” as well as sections or paragraphs of the SPA Additional Terms titled “Insurance Coverage,” “Termination Effects,” “Indemnification,” “Confidentiality,” and “General Provisions: Additional Terms.” If any term of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

(h) Governing Language. The Parties intend for this Agreement to be written in English. If there is any conflict between the English version of this Agreement or any notice or communication, and a translation of this Agreement or of any notice or communication, the English version will prevail. If you are located in the province of Quebec, Canada, the following clause applies: the Parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

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Exhibit A: Terms Relating to Client License

1. Definitions:

   “Client Customers” means third parties that purchase, license, or otherwise receive Client Products from Client, whether for their end use or for distribution to others.

   “Client Partners” means any consultants, contract manufacturers, or other third parties engaged by Client to perform or assist with designing, developing, manufacturing, testing, or assembling a product that uses or incorporates any Microchip Device.

   “Client Product” means any product manufactured by, or for, Client that uses or incorporates any Microchip Device.

   “Client-Related Person” means any Client, Client Partner, or Client Customer.

   “IP Infringement” means any direct or indirect patent or copyright infringement, trade secret misappropriation, or any other violation of any of your intellectual property rights or other rights.

2. Provider License Agreement Terms: If you have a License Agreement for any Software, and if such License Agreement (1) does not contain provisions substantially similar to all terms of the “Software License Grant” (as defined in Section 3 of this Exhibit), or (2) is in conflict, or is otherwise inconsistent, with any term of the Software License Grant, you will not assert against Microchip or any Client-Related Person an IP Infringement claim arising from the Client-Related Person’s use or actions in connection with the Software, if such use or action is not in breach of the Software License Grant. In addition, you agree that you will not incorporate in any License Agreement any terms that could be construed as imposing responsibility or liability upon Microchip for the operation, performance, or quality of the applicable Software or for any Technical Support you provide (or fail to provide) for such Software, or as otherwise obligating Microchip in any manner. You agree that you or your licensors, if any, do not require Clients to agree to or otherwise be subject to any terms regarding the Software’s use other than those in the License Agreement.

3. License to Client:

3.1. For the purposes of the “Software License Grant” (as defined below):

   “Software” includes any Software provided or incorporated by a Client using the Software’s source code that you provide.

   “Software Items” means either the Software or the Client-Modified Software, or both, as the case may be.

   “Software Items” means either the Software or the Client-Modified Software, or both, as the case may be, and

   “Use” means the use of the Software Items in connection with the applicable Products, including, without limitation, installing, embedding, or otherwise incorporating the Software Items within the applicable Products (“Use”) will be broadly construed to benefit the Client so long as the “Use” is for, used by or incorporates any Microchip Device.

3.2. If a License Agreement is not included within the Software, (a) you will not assert an IP Infringement claim against any Client-Related Person if the Client-Related Person’s use or actions in connection with any Software does not violate the Software License Grant, and (b) you hereby authorize Microchip, at its option, to pass through the SPA Additional Terms to the Client.

3.3. Upon any Purchase, Provider, on behalf of itself and, if applicable, its licensors, hereby automatically grant the Client a non-exclusive, fully paid-up (provided Client pays Microchip the applicable price for the Software), worldwide license to do any one or more of the following with respect to the purchased Software (“Software License Grant”):

   (1) Use;
   (2) if Provider provides the Software’s source code, modify the Software for Use;
   (3) copy or otherwise reproduce and distribute the Software Items to Client Partners and Client Customers; and sublicense the Software Items to:

   (A) Client Partners, to allow them to modify the Software Items for Use (if Provider provides the Software’s source code), and
   (B) Client Partners and Client Customers, for them to Use.

END OF DOCUMENT