MICRON AFFILIATE AGREEMENT  
  
 This Micron Affiliate Agreement (the "Affiliate Agreement") is made and  
entered into as of , 1998 (the "Effective Date") by and among Micron  
Technology, Inc., a Delaware corporation ("Micron"), Rendition, Inc., a  
California corporation ("Rendition"), and each of the undersigned shareholders  
of Micron (each a "Shareholder" and collectively the "Shareholders").  
  
 RECITALS  
  
 A. This Affiliate Agreement is entered into pursuant to that certain  
Agreement and Plan of Reorganization dated as of June 22, 1998, as such may be  
amended (the "Plan of Reorganization"), entered into by and between Micron and  
Rendition. The Plan of Reorganization provides, among other things, for the  
statutory merger of Rendition with and into Micron (the "Merger"), in accordance  
with the terms and conditions of the Plan of Reorganization and the Agreement of  
Merger in the form attached thereto to be entered into between Micron and  
Rendition (the "Agreement of Merger"). The Plan of Reorganization and the  
Agreement of Merger are collectively referred to herein as the "Merger  
Agreements." Capitalized terms used herein and not defined herein shall have the  
meanings that such terms have in the Plan of Reorganization.  
  
 B. As a condition to the consummation of the Merger, Micron and  
Rendition have required that the Shareholders enter into this Affiliate  
Agreement.  
  
 C. Each Shareholder understands that because the Merger is intended  
by the parties to qualify for "pooling-of-interests" accounting treatment and  
such Shareholder may be deemed to be an "affiliate" of Micron within the meaning  
of the Securities Act of 1933, as amended (the "1933 Act"), the shares of Micron  
Common Stock which such Shareholder owns, and any shares of Micron Common Stock  
which such Shareholder may hereafter acquire may not be disposed of in a manner  
contrary to the terms of this Affiliate Agreement. Each Shareholder has been  
informed that the treatment of the Merger as a "pooling-of-interests" for  
financial accounting purposes is dependent upon the accuracy of certain of the  
representations and warranties and compliance with certain of the agreements set  
forth herein.  
  
 AGREEMENT  
  
 NOW, THEREFORE, the parties hereto hereby agree as follows:  
  
   
1. MICRON SECURITIES  
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 Exhibit A hereto sets forth all shares of Micron Common Stock and any other  
securities of Micron owned by each Shareholder, including all securities of  
Micron as to which such Shareholder has sole or shared voting or investment  
power, and all rights, options and warrants to acquire shares of capital stock  
or other securities of Micron granted to or held by such Shareholder (such  
shares of Micron Common Stock, other securities of Micron and rights, options  
and warrants to acquire shares of capital stock or other securities of Micron  
are hereinafter collectively referred to as "Micron Stock"). As used herein,  
the term "New Micron Securities" means, collectively, any and all shares of  
Micron capital stock, other securities of Micron and rights, options and  
warrants to acquire shares of Micron capital stock or other securities of Micron  
that a Shareholder may purchase or otherwise acquire any interest in (whether of  
record or beneficially), on and after the Effective Date of this Affiliate  
Agreement and prior to the Expiration Date (as defined below). All New Micron  
Securities will be subject to the terms of this Affiliate Agreement to the same  
extent and in the same manner as if they were Micron Stock. The Micron Stock  
and the New Micron Securities shall be collectively referred to herein as the  
"Micron Securities." As used herein, the term "Expiration Date" means the  
earliest to occur of (i) the closing, consummation and effectiveness of the  
Merger, or (ii) such time as the Plan of Reorganization may be terminated in  
accordance with its terms.  
  
2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SHAREHOLDER  
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 2.1 Reliance upon Representations, Warranties and Covenants. Each   
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Shareholder has been informed that a "pooling of interests" for financial  
accounting purposes may require that affiliates of Micron maintain their equity  
ownership interest in Micron within a specified period of time prior to and  
after the Merger, subject to certain exceptions. Each Shareholder understands  
that the representations, warranties and covenants of such Shareholder set forth  
herein will be relied upon by Micron and Rendition and their respective  
shareholders, legal counsel and accounting firms.  
  
 2.2 Representations, Warranties and Covenants of Shareholders. Each  
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Shareholder represents, warrants and covenants as follows:  
  
 (a) Authority; Affiliate Status. Shareholder has full power and   
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authority to enter into, execute, deliver and perform Shareholder's obligations  
under this Affiliate Agreement and to make the representations, warranties and  
covenants herein contained. Shareholder further understands and acknowledges  
that Shareholder may be deemed to be an "affiliate" of Micron within the meaning  
of the 1933 Act and, in particular, Rule 145 promulgated under the 1933  
  
   
 Act ("Rule 145"). However, nothing contained herein shall be construed as  
 an admission as to any Shareholder's status as an affiliate of Micron.  
  
 (b) Micron Securities Owned. Except as otherwise disclosed in   
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 the Micron Disclosure Letter or in Exhibit A attached hereto, at the date  
 hereof, all the Micron Stock owned by Shareholder is, and at all times  
 until and through the Expiration Date all the Micron Securities owned by  
 Shareholder will be, free and clear of any rights of first refusal, co-sale  
 rights, security interests, liens, pledges, claims, options, charges or  
 other encumbrances.  
  
 (c) Further Assurances. Shareholder agrees to execute and   
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 deliver any additional documents reasonably necessary or desirable, in the  
 opinion of Micron or Rendition, to carry out the purposes and intent of  
 this Affiliate Agreement.  
  
 (d) Pooling Lock-Up. Shareholder shall not sell, transfer,   
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 exchange, pledge or otherwise dispose of, or in any other way reduce  
 shareholder's risk of ownership or investment in, or make any offer or  
 agreement relating to any of the foregoing with respect to any Micron  
 Securities or any rights, options or warrants to purchase Micron Securities  
 during the time period beginning thirty (30) days immediately preceding the  
 Effective Time and ending at such time after the Effective Time as Micron  
 has publicly released the combined financial results of Micron and  
 Rendition for a period of at least thirty (30) days of combined post-Merger  
 operations. Micron agrees to publish such financial results in a manner  
 consistent with Micron's prior practices. Notwithstanding the foregoing,  
 the parties agree that any "affiliates" of Micron within the meaning of  
 Rule 145 will be allowed, as a group, to sell up to an aggregate of one  
 percent (1%) of Micron Stock under the "de minimis" exceptions to the  
 pooling-of-interest requirements, with no single affiliate being allowed to  
 sell more than ten percent (10%) of the Micron Stock held by such  
 affiliate, provided each transaction is approved in advance by Micron's  
 auditors  
  
 (e) Partnership Distributions. Notwithstanding the foregoing   
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 provisions of this Section 2.2, if the Shareholder is organized as a  
 partnership, Rendition and Micron hereby agree that such partnership shall  
 be permitted to make a distribution to its partners of Micron Securities so  
 long as the Shareholder and its partnership distributees (i) agree to be  
 bound by all of the terms and obligations of this Affiliate Agreement; and  
 (ii) provide assurances, acceptable to Micron and Rendition in their  
 reasonable discretion, that such distributions will not prevent the Merger  
 from being accounted for as a pooling-of-interests.  
  
 3. MISCELLANEOUS  
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 3.1 Notices. Any notice or other communication required or   
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 permitted to be given under this Affiliate Agreement will be in writing,  
 will be delivered personally, by telecopier (with a hard copy also mailed),  
 or by registered or  
  
  
  
   
certified mail, postage prepaid and will be deemed given upon delivery, if  
delivery personally, one business day after transmission by telecopier with  
confirmation of receipt, or three (3) business days after deposit in the mails,  
if mailed, to the following addresses:  
  
 (i) If to Micron:  
  
 Micron Technology, Inc.  
 0000 Xxxxx Xxxxxxx Xxx  
 Xxxxx, XX 00000-0000  
 Attention: General Counsel  
  
 With a copy to:  
  
 Xxxxx Xxxxxxxx  
 Holland & Xxxx LLP  
 000 Xxxxx Xxxxx Xxxxxx, Xxxxx 000  
 Xxxx Xxxx Xxxx, XX 00000-0000  
  
 (ii) If to Rendition:  
  
 Rendition, Inc.  
 000 X. Xxxxxx Xxxxxx  
 Xxxxxxxxx, XX 00000  
 Attention: President  
  
 With a copy to:  
  
 Xxxxx Xxxx  
 Fenwick & West LLP  
 Two Xxxx Xxxx Xxxxxx  
 Xxxx Xxxx, Xxxxxxxxxx 00000  
  
 If to a Shareholder:  
  
 To the address for notice for such Shareholder set forth  
 in Exhibit A hereto.  
  
Or to such other address as a party may have furnished to the other parties in  
writing pursuant to this Section 4.1.  
  
 3.2 Termination. This Affiliate Agreement shall be terminated and   
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shall be of no further force and effect upon the termination of the Plan or  
Reorganization pursuant to its terms.  
  
  
  
   
 3.3 Counterparts. This Affiliate Agreement may be executed in any   
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number of counterparts, each of which will be an original as regards any party  
whose signature appears thereon and all of which together will constitute one  
and the same instrument. This Affiliate Agreement will become binding when one  
or more counterparts hereof, individually or taken together, will bear the  
signatures of all parties reflected hereon as signatories.  
  
 3.4 Assignment; Binding Upon Successors and Assigns. No party hereto   
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may assign any of its rights or obligations hereunder without the prior written  
consent of the other parties hereto. This Affiliate Agreement will be binding  
upon and inure to the benefit of the parties hereto and their respective  
successors and permitted assigns.  
  
 3.5 Waiver and Amendment. The waiver by a party of any breach hereof or  
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default in the performance hereof will not be deemed to constitute a waiver of  
any other default or any succeeding breach or default. This Affiliate Agreement  
may be amended by the parties hereto upon the execution and delivery of a  
written agreement executed by the parties hereto at any time before or after  
approval of the Merger by the Rendition shareholders, but, after such approval,  
no amendment will be made which by applicable law requires the further approval  
of the Rendition shareholders without obtaining such further approval.  
  
 3.6 Governing Law. The internal laws of the State of Delaware   
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(irrespective of its choice of law principles) will govern the validity of this  
Affiliate Agreement, the construction of its terms, and the interpretation and  
enforcement of the rights and duties of the parties hereto.  
  
 3.7 Severability. If any term, provision, covenant or restriction of   
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this Affiliate Agreement is held by a court of competent jurisdiction to be  
invalid, void or unenforceable, the remainder of the terms, provisions,  
covenants and restrictions of this Affiliate Agreement will remain in full force  
and effect and will in no way be effected, impaired or invalidated. The parties  
further agree to replace such invalid or unenforceable term with a valid and  
enforceable provision that will achieve, the greatest extent possible, the  
economic, business and other purposes of the invalid or unenforceable provision.  
  
 3.8 Construction of Agreement. This Affiliate Agreement has been   
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negotiated by the respective parties hereto and their attorneys and the language  
hereof will not be construed for or against either party. A reference to a  
Section will mean a Section in this Affiliate Agreement unless otherwise  
explicitly set forth. The titles and headings herein are for reference purposes  
only and will not in any manner limit the construction of this Affiliate  
Agreement which will be considered as a whole.  
  
 3.9 Attorneys' Fees. Should suit be brought to enforce or interpret   
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any part of this Affiliate Agreement, the prevailing party will be entitled to  
recover,  
  
   
as an element of the costs of suit and not as damages, reasonable attorneys'  
fees to be fixed by the court (including without limitation, costs, expenses and  
fees on any appeal). The prevailing party will be entitled to recover its costs  
of suit, regardless of whether such suit proceeds to final judgment.  
  
 IN WITNESS WHEREOF, the parties hereto have executed this Affiliate  
Agreement as of the date first set forth above.  
  
MICRON TECHNOLOGY, INC., RENDITION, INC.,  
a Delaware corporation a California corporation  
  
  
By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
SHAREHOLDERS:  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_