

Order Number: 906244
Baan Order Number: 50259635
Contact: Ching-Hua Ting

Purchase Order:

Billing Address:

National Chiayi University
 Dept. Mech. & Energy Eng.
 National Chiayi University
 300 University Road
 Chiayi
 60004
 TW

Shipping Address:

National Chiayi University
 Dept. Mech. & Energy Eng.
 300 University Road
 Chiayi
 60004
 Taiwan
 TW

Payment Terms: Credit Card

No.	Item	Ship From	Estimated ** Ship Date	Quantity	Price(USD)	Amount(USD)
1	MIC4606-2YML-EV	United States of America	20-Apr-2018	1	27.750	27.75
Sub Total				1		27.75
Freight Charges						14.18
Handling Fee						0.00
Import VAT/Duty						0.00
Duty						0.00
Surcharge						0.00
Order Total (USD)						41.93

** Estimated Ship Date is the day it will leave the final distribution warehouse

* Custom Product



1. APPLICABILITY; DEFINITIONS. Subject to the terms and conditions of this Microchip Terms and Conditions of Sale, the applicable Acknowledgment, and applicable invoice (which may be overleaf), which are incorporated into this Microchip Terms and Conditions of Sale as if fully set forth here (collectively "Agreement"), Microchip Technology Inc. or Microchip Technology Ireland Limited, as applicable, and its subsidiaries, ("Microchip"), offers for sale to you ("Customer") the goods and services specified in Microchip's Order Acknowledgment including any Order acknowledgement provided via microchipDIRECT ("Acknowledgment") or otherwise delivered to Customer ("Goods" or with regard to fee-based services, "Services"). "Third-Party Products" means any (i) Goods (including, without limitation, software and development tools) manufactured or otherwise developed by third parties ("Third-Party Goods"); and (ii) Services (including, without limitation, software maintenance and any technical support) to be provided by third parties ("Third-Party Services"). "microchipDIRECT" means Microchip's e-commerce store accessible via microchipdirect.com or a successor URL. "Order" means Customer's written, electronic (including any order placed via microchipDIRECT), or verbal purchase order for the Goods or Services. Microchip's acceptance of the Order is conditioned upon Customer's assent to the Agreement. Customer's receipt of Goods or Services, Customer's act of clicking or otherwise placing the requested symbol indicating acceptance of this Agreement on microchipDIRECT, or otherwise purchasing from microchipDIRECT, constitutes Customer's assent. Unless Customer and Microchip have a current, mutually executed agreement for the purchase of Goods or Services from Microchip, only the Agreement applies to the Order, and all other terms and conditions proffered by Customer, whether as part of an Order or otherwise, are rejected and do not form a part of the Agreement. Microchip's delay or failure to object to any terms or conditions received from Customer, including the original Order, will not be a waiver of any Agreement term. The parties agree as follows.

2. PRICE.

A. "Currency-Converter Site" means www.oanda.com (or its successor URL), or if that website is no longer publishing daily closing exchange rates, then another exchange-rate converter site that Microchip elects to use for currency-conversion purposes. "Monthly Average Prevailing Exchange Rate" means the average of the closing exchange rate (as published on the Currency-Converter Site) of the calendar month immediately before Microchip's planned receipt date ("PRD") or other MCHP-scheduled delivery date as appearing on the then-current Acknowledgment if "PRD" is not shown (either date, the "Delivery Date").

B. The prices of Goods and Services are as stated in the Acknowledgment or invoice. But with respect to any Goods or Services whose Delivery Date is at least 90 days after the applicable Microchip quote's date, if their price is stated in a currency other than U.S. Dollars ("Non-USD Price"), the price will be subject to adjustment for currency fluctuations. In that case, Microchip may review the Non-USD Price before the applicable Delivery Date to determine whether the Monthly Average Prevailing Exchange Rate has fluctuated at least +/- 5% from the closing exchange rate published on the Currency-Converter Site on the date of the applicable Microchip quote. Microchip may adjust the Non-USD Price based upon its determination of the extent of the currency fluctuation. In addition, prices of Goods and Services are subject to any changed quantity of Goods (see Section 7). In either case, Customer must pay the adjusted price. Taxes, duties, and other government assessments are Customer's responsibility and will be added to the price of the Goods or Services in the invoice. Customer may not offset any amounts owed by Microchip against any amount Customer owes under this Agreement.

3. PAYMENT. All Orders or shipments are subject to credit approval by Microchip. Full payment is due promptly on receipt of the shipment, whether total or partial, unless credit terms are extended to Customer by an authorized representative of Microchip or cash in advance, C.O.D., or other terms are indicated on an invoice or on microchipDIRECT. Microchip reserves the right to charge interest up to the maximum amount permitted by law on any overdue amounts, withdraw credit, impose other payment terms or late charges, cease further shipments, or impose any combination of these actions if Customer fails to timely pay any amount owed to Microchip. Payment is due regardless of performance or outcome of testing, but payment will not affect Customer's right to perform testing under Section 6. Time is of the essence regarding Customer's payment obligations.

4. TITLE, RISK, AND DELIVERY.

A. Title to tangible Goods and Risk of Loss Transfers. For purposes of this Agreement, "Delivering Entity" means Microchip, its contractor, or agent.

1. This paragraph applies (i) to all domestic shipments, and (ii) to all international shipments if the Delivering Entity's facility shipping point is in Thailand. Unless otherwise specified on the Acknowledgment, delivery is EXW the Delivering Entity's facility shipping point (Incoterms 2010). Title, and risk of loss or damage, to tangible Goods shall pass to Customer from Microchip upon the Delivering Entity placing the Goods for Customer's disposal at that shipping point even if the Delivering Entity arranges for transportation.

2. This paragraph applies to all international shipments if the Delivering Entity's facility shipping point is in a country other than Thailand. Unless otherwise specified on the Acknowledgment, delivery is EXW the Delivering Entity's

facility shipping point (Incoterms 2010). Risk of loss or damage to tangible Goods shall pass to Customer from Microchip upon the Delivering Entity placing the Goods for Customer's disposal at that shipping point even if the Delivering Entity arranges for transportation. But, regardless of the location from which the Goods are shipped or to which the Goods are delivered, title to tangible Goods shall pass to Customer from Microchip upon: (i) the Goods' entry into the "high seas" (as described in the 1982 United Nations Convention of the Law of the Sea) if the main carriage is ocean shipment, (ii) the Goods' entry into international airspace if the main carriage is air shipment, or (iii) the Goods' crossing of an international border if the main carriage is any other transportation mode.

3. Upon delivery of the Goods as provided in paragraph 1 or paragraph 2 of this Section 4.A, unless otherwise specified on the Acknowledgment, Customer shall be responsible for procuring insurance with respect to the Goods, and paying the cost thereof.

B. Software. For any Goods that are software and sold as a downloadable item, delivery will occur when Microchip provides the Customer with access codes or other instructions that permit the Customer to take immediate possession, and delivery will be complete when Microchip furnishes the access codes or instructions to Customer. Where applicable, Customer will (i) obtain all licenses required to import the software into the country or countries in which it intends to use or store the software or other countries considered to be an importing country under applicable law (collectively, "Territory"), (ii) clear the software through local customs promptly upon their arrival at the Territory, and (iii) pay all customs duties and other charges assessed on such importation in the Territory.

C. Delivery Schedule. All delivery times (including delivery dates of any downloadable software) or shipment dates are approximate and may be changed by Microchip. Microchip will give Customer as much notice as is reasonably possible of a change. Microchip will not be liable for any loss or damage Customer may suffer due to any changed or missed delivery times or shipment dates. Notwithstanding anything to the contrary in this Agreement, Customer agrees that Microchip may not deliver Third-Party Products unless Customer first accepts the applicable third-party license agreements.

5. EXPORT CONTROL. Customer will comply with all applicable export control laws and regulations and will indemnify Microchip for all damages, including reasonable attorneys fees, resulting from Customer's failure to do so.

6. INSPECTION AND ACCEPTANCE. Except for Third-Party Products, Goods are deemed accepted by Customer unless Customer provides Microchip written notice to the contrary specifying the non-conformance within 21 days of Customer's receipt of Goods. Third-Party Goods are deemed accepted by Customer unless Customer provides Microchip written notice to the contrary specifying the non-conformance (i) within 5 days of Customer's receipt of the tangible Third-Party Goods, or (ii) if the Third-Party Good is software sold as a downloadable item, then within 5 days of Customer's purchase of such software. Third-Party Services are deemed accepted upon purchase. Microchip may examine Goods Customer claims are nonconforming on Customer's premises. Microchip may impose charges to reimburse it for its costs if it finds Customer's claim is unsupported or for rescreening conforming Goods. No Goods may be returned to Microchip unless Customer has first received and complied with Microchip's return material authorization number and instructions ("RMA"), which will not be unreasonably withheld.

7. QUANTITIES. Microchip will use reasonable efforts to deliver the quantities specified in the Acknowledgment, but Microchip will be in compliance if the actual quantities shipped are within +/- 5% (+/- 10% for die in wafer form and for "Chip on Board" product) of the specified quantities. The extended price in all cases will be the unit price multiplied by the quantity actually delivered (before taxes, duties, and other governmental assessments).

8. MODIFICATION AND SUBSTITUTION. Microchip reserves the right to modify its process, materials, or specifications for Goods and to substitute goods substantially equivalent to those ordered or manufactured to the modified specifications. It is Customer's responsibility to test all Goods and the deliverables, if any, resulting from any Services to determine suitability for its needs.

9. LIMITED PRODUCT AND SERVICES WARRANTY

A. Goods Other Than Development Tools and Goods Purchased From the microchipDIRECT Discount Page. For all Goods other than development tools, Goods purchased from the microchipDIRECT discount page, and Third-Party Products, Microchip warrants that Goods, excluding customized software/firmware, are free from defects in material and workmanship, and conform to Microchip's published specifications in all material respects for one year from date of delivery, or 30 days for unpackaged semiconductors. Goods not conforming to this warranty and returned to Microchip within the applicable warranty period will be eligible for replacement, repair, or credit as follows. To obtain a remedy for nonconforming Goods, the following conditions must be met: (1) Customer must notify Microchip in writing promptly on discovery of the deficiency with reasonable detail within the warranty period; (2) Customer must return Goods to Microchip promptly upon receipt of an RMA, at Customer's risk and expense; and (3) Microchip confirms the claimed deficiency is present and not attributable to a Disqualifying Event (as defined below).

If all of these conditions are met, Microchip, at its sole option, will either replace or repair the deficient Goods or credit Customer's account for the amount Customer paid Microchip for them and reimburse Customer's reasonable shipping costs for return of the Goods. For all Goods other than development tools, Goods purchased from the microchipDIRECT discount page, and Third-Party Products, the warranty period for any repaired or replacement Goods will be the balance of the warranty period for the original Goods remaining from the date Microchip received notice of the warranty claim from Customer, but in no event will such warranty period for the repaired or replacement Goods be less than 30 days from the date of delivery of the repaired or replacement Goods to Customer.

B. Microchip Development Tools. For all Goods that are development tools developed by Microchip ("Microchip Development Tools"), Microchip warrants that they are free from defects in material and workmanship and that, when properly installed and used, will execute their programmed instructions for one year (90 days for Goods Microchip normally sells for USD \$500 or less, excluding promotional pricing) from the date of delivery. Upon confirmation by Microchip that the claimed deficiency is present and not attributable to a Disqualifying Event or software supplied or performed by anyone other than Microchip, interfacing, or improper settings, Microchip will, at its sole option, repair or replace a Microchip Development Tool that proves to be defective within the warranty period. If a defective Microchip Development Tool is no longer in production and deemed irreparable, Microchip will, at its sole option, replace it with a substantially equivalent product (Customer will be responsible for shipping and handling charges) or provide information on available third party development tools. For warranty service, the Microchip Development Tool must be returned to Microchip at Customer's sole expense.

MICROCHIP DOES NOT WARRANT THAT THE OPERATION OF A DEVELOPMENT TOOL, ITS FIRMWARE, OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

C. Third Party Products.

(1) Third-Party Products are sold AS-IS, without warranty of any kind. **MICROCHIP DISCLAIMS ALL WARRANTY RELATING TO THE THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATED TO THEIR PERFORMANCE, CONDITION, QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR PURPOSE. IN ADDITION, NO WARRANTY APPLIES TO ANY THIRD-PARTY PRODUCT'S INTERACTION WITH MICROCHIP'S PRODUCTS, COMBINATION WITH ANY OTHER PRODUCTS, OR USE IN ANY APPLICATION.**

(2) Third-Party Goods sold through microchipDIRECT might be covered under the manufacturer's warranty provided with those Goods. Unless Microchip, via its websites, states otherwise for specific Third-Party Products, Customer should contact the third party provider directly for all support after the sale, including technical support and warranty issues. If Customer does not receive information with the Third-Party Products to enable it to contact the third party provider, Customer may contact Microchip and Microchip will provide Customer with the third party provider's contact information. In order for Customer to obtain technical support for any Third-Party Goods, Customer may need to purchase the applicable Third-Party Services, if available. Customer expressly acknowledges that even if Microchip provides any technical support for any Third-Party Product, Microchip has no obligation to modify, test, certify, or continue to support it. Without limiting the generality of the provisions in Section 9(C)(1), any technical support that Microchip or a third party provides may not resolve any defects or other issues in connection with the Third-Party Product. With respect to any Third-Party Product that is software, it is Customer's obligation to comply with any use and distribution requirements determined by the licensor and any related license terms (including license terms for any open source or free software that may be incorporated into the software).

D. Services. With respect to any Services that are invoiced to and paid by Customer other than Third-Party Services, Microchip warrants for a period of 30 days from the date Services are first rendered that such Services were performed in a good and workmanlike manner, and does not warrant or promise that any particular problem will be resolved satisfactorily or that any specific result will be obtained.

E. Exclusions. The foregoing warranties do not apply: (1) in cases where Goods have suffered misuse, abuse, neglect, alteration, accident, mishandling, repair, operation outside the associated environmental specifications, improper installation, improper testing, or the like after shipment (collectively a "Disqualifying Event"); (2) where Goods are designated as experimental or to be used for development purposes; (3) to Third-Party Products; (4) to Goods for which claims are being made by anyone other than Customer; (5) to Goods used, sold, or distributed by Customer despite failing its tests; (6) to any goods or equipment within which Goods are contained or integrated; (7) to any product obtained from an unauthorized third party; (8) to any samples, which are provided AS IS and WITH ALL FAULTS; and (9) to any gratuitous services, including information, assistance, advice, or any technical support in connection with any Microchip Goods or Third-Party Products that, though not invoiced to and paid by Customer hereunder, is provided by Microchip. Warranty claims may only be made by the Customer and are not assignable to third parties. Final determination of warranty eligibility will be made by Microchip.

F. MicrochipDIRECT Discount Page. Goods purchased from the MicrochipDIRECT Discount Page are sold "AS IS," without warranty of any kind. **MICROCHIP DISCLAIMS ALL WARRANTY RELATING TO SUCH GOODS,**

INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THEIR PERFORMANCE, CONDITION, QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR PURPOSE.

G. Exclusive Warranties. THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE (TO THE FULLEST EXTENT PERMITTED BY LAW) (1) ALL OTHER WARRANTIES, CONDITIONS, STIPULATIONS, STATEMENTS, TERMS, OR UNDERTAKINGS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, RELATING TO THE GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO THEIR CONDITION, QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR PURPOSE, AND (2) ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE. UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, ALL WARRANTY LIABILITY TERMINATES. CUSTOMER HAS RELIED ON ITS SKILL, JUDGMENT, AND NEEDS TO SELECT GOODS. THIS SECTION 9 CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THESE WARRANTIES. MICROCHIP WILL HAVE A REASONABLE TIME TO PROVIDE A REMEDY. THESE WARRANTIES CANNOT BE EXPANDED EXCEPT IN A WRITING EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF MICROCHIP. VERBAL REPRESENTATIONS AND TECHNICAL ASSISTANCE WILL NOT EXPAND THESE WARRANTIES. IF CUSTOMER IS A CONSUMER, THE ABOVE WILL NOT ACT TO EXCLUDE YOUR STATUTORY RIGHTS.

10. PATENT AND COPYRIGHT INFRINGEMENT

A. Defense and Indemnity. Subject to the exclusions and conditions below, Microchip will defend any suit or proceeding brought against Customer to the extent it is based upon a claim that Goods manufactured and supplied by Microchip to Customer directly infringe a valid United States or European Union member country patent or copyright ("Claim"). Notwithstanding the foregoing, Microchip will have no liability or obligation under this Section 10 regardless of the theory of the Claim where the Claim arises out of or is connected with: (a) Microchip's compliance with Customer's designs or specifications; (b) Customer's use of the Goods in combination with any other product, process, or system, (c) modification of the Goods after Microchip delivered them, (d) use of the Goods in a manner for which they were not designed, (e) any Third-Party Products, or (f) Microchip's compliance with standards issued by any public or private standards body, and the alleged infringement would not have occurred but for such standard. If a suit or claim is brought against Microchip alleging that Goods violate a patent, copyright, database right, trademark, or other intellectual property right and any of the events (a) – (d) in the preceding paragraph occur, Customer will defend that suit or claim and indemnify Microchip and keep Microchip indemnified for, from, and against all damages and costs awarded against Microchip, including reasonable attorneys' fees and costs.

B. Conditions. As conditions to receiving any benefit under this Section 10, Customer must: (a) provide prompt written notice of a Claim, including copies of all materials, communications, notices, and other information relating to the Claim, to Microchip; (b) give Microchip all information, assistance (for which Microchip will bear the reasonable expense), and authority Microchip deems necessary, to defend or settle the Claim; (c) not make any admission, compromise, representation with respect to the merits or defense of the Claim, or accept or settle any Claim; and (d) give Microchip exclusive control of the defense of the Claim, including the right to select counsel and to settle the Claim without Customer's consent. If these conditions are complied with, and subject to the limitation of liability (Section 13) in the Agreement, Microchip will bear the cost of the defense and will pay all final damages and costs awarded against Customer, excluding Customer's attorneys' fees or costs.

C. Remedies. If Customer's use of the Goods, which are the subject of a Claim is enjoined, Microchip will, in its sole discretion: (a) procure for Customer the right to continue using the Goods; (b) replace the Goods with non-infringing Goods; (c) modify the Goods to make them non-infringing; or (d) refund Customer's purchase price less depreciation subject to Microchip's internal accounting policies, upon Customer's return of the Goods to Microchip.

SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MICROCHIP'S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

11. FORCE MAJEURE. Microchip will not be liable for delays or failures to perform an obligation under the Agreement attributable to an unforeseen circumstance or a cause beyond Microchip's reasonable control ("Force Majeure Event"). During the Force Majeure Event, Microchip may suspend, modify, or cancel the delivery of Goods or Services.

12. CANCELLATIONS

A. Customer Default. If Customer fails to perform any obligation, Microchip may cancel or suspend further deliveries or terminate the Order and Agreement without affecting any contractual, legal, or equitable rights or remedies that Microchip may have. Without limiting its remedies, Microchip will be entitled to cancellation charges for finished Goods and work in process, which it commenced to reasonably meet the delivery schedule, as well as to quantity price adjustments reflecting volume pricing quoted for quantities ordered but cancelled due to Customer's default, and all costs, direct and indirect, incurred or committed, plus prorated anticipated profits. Continued shipment of Goods after Customer's default will not constitute a waiver of Microchip's rights or remedies.

B. Customer Cancellation. Customer may not cancel the Order, Agreement, or any part of them without Microchip's prior written consent, which will be granted if Customer pays Microchip the amounts as follows: (1) If the Goods are patterned (i.e., custom encoded) or other custom product (a) and cannot be easily re-encoded for another customer, then Customer must pay 100% of the purchase price of all finished Goods allocated to the Order and a pro rata portion of the purchase price of all work in process, which cannot be easily diverted to other orders, plus the cost of any materials committed for completion of the Order, but in no event will the amount Customer is obligated to pay exceed the purchase price of the Goods and Services had they been completed and delivered according to the Acknowledgment; or (b) and can be encoded with some potential loss of value, then Customer must pay 100% of the loss in value, Microchip's cost for reprogramming, plus a 25% restocking charge. (2) If the Goods are unpatterned or other standard product, Customer must pay Microchip a percentage of the purchase price of the Goods and Services based upon the length of notice of cancellation given before the scheduled delivery, as follows: up to 30 days notice - 100% of the purchase price; 31-60 days notice - 75% of the purchase price; 61-90 days notice - 50% of the purchase price; more than 90 days notice - 25% of the purchase price.

C. Microchip Cancellation. Microchip may cancel all or any part of the Order or the Agreement at its discretion (i) 30 days or more prior to the scheduled delivery date for unpatterned or other standard Goods, (ii) 60 days or more for patterned or other custom Goods, and (iii) at any time, for any Third-Party Products.

13. LIMITATION OF LIABILITY

A. In General. IN NO EVENT, WILL MICROCHIP BE LIABLE, WHETHER IN CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED, OR ANY LOSS OF PRODUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF CAPITAL, LOSS OF SOFTWARE, LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES, CONTRACTS, BUSINESS, COST OF REWORK, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF MICROCHIP HAS BEEN ADVISED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE.

B. Aggregate Limit of Liability. SUBJECT TO SECTION 13(C), MICROCHIP'S TOTAL AGGREGATE LIABILITY IN CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, WILL NOT EXCEED THE PURCHASE PRICE OF THE GOODS THAT GIVE RISE TO THE CLAIM.

C. Death and Personal Injury. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE OR ANY OTHER LIABILITY NOT EXCLUDABLE BY LAW.

D. Code. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FOR CODE (SOFTWARE OR FIRMWARE) SUPPLIED PURSUANT TO CUSTOMER SPECIFICATIONS, OR FURNISHED OR CREATED BY ANYONE OTHER THAN MICROCHIP, MICROCHIP WILL HAVE NO LIABILITY FOR ANY USE OF IT, ERRORS CONTAINED IN IT, INTEROPERABILITY, OR CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS DUE TO ITS PUBLICATION, DISTRIBUTION, SALE, OR USE. CUSTOMER WILL DEFEND ALL SUITS AND CLAIMS AND INDEMNIFY MICROCHIP AND KEEP MICROCHIP INDEMNIFIED FOR, FROM, AND AGAINST ALL RESULTING CLAIM, LOSS, DAMAGE, AWARD, AND COST (INCLUDING BUT NOT LIMITED TO REASONABLE LEGAL FEES) ARISING OUT OF THE CODE.

E. Safety. GOODS AND SERVICES ARE NOT SPECIFICALLY MANUFACTURED OR DESIGNED FOR USE IN LIFE SUPPORT, SAFETY EQUIPMENT, OR OTHER APPLICATIONS WHERE MALFUNCTION CAN RESULT IN PERSONAL INJURY OR DEATH. CUSTOMER'S USE OR SALE OF GOODS OR SERVICES FOR SUCH APPLICATIONS IS AT ITS OWN RISK. CUSTOMER WILL DEFEND ALL SUITS AND CLAIMS AND INDEMNIFY MICROCHIP AND KEEP MICROCHIP INDEMNIFIED FOR, FROM, AND AGAINST ALL RESULTING CLAIM, LOSS, DAMAGE, AWARD, AND COST (INCLUDING BUT NOT LIMITED TO REASONABLE LEGAL FEES) ARISING OUT OF USE OF GOODS OR SERVICES IN SUCH APPLICATIONS.

F. Customer Responsibility. Customer is solely responsible for any product or process using or incorporating the Goods, testing the Goods and determining the suitability for Customer's purpose, and determining whether products or systems using the Goods infringe third party intellectual property rights.

G. Allocation of Risk. The allocation of risk contained in this Agreement is reflected in the price of the Goods and Services, and is reasonable in all the circumstances having regard to all relevant factors, including the parties' bargaining positions.

14. GENERAL

A. Nondisclosure of Trade Secrets and Confidential Information; No License other than software license.

Customer must maintain the secrecy of and not disclose, without Microchip's express written consent, all trade secrets, proprietary information, or confidential information, which Customer receives from Microchip. All intellectual property rights in the Goods and Services remain vested in Microchip or its licensors. No rights are transferred or licensed to Customer as a result of the sale of Goods or Services to it. Title to all software remains vested in Microchip or its licensors. Microchip's software is licensed to Customer for use with the Goods and is provided "AS IS." Customer must not, nor permit others to, manufacture, reverse engineer, translate, decompile, create derivative works based on the whole or any part of the Goods, disassemble, adapt, modify, duplicate, or otherwise copy or reproduce any of the Goods without obtaining Microchip's or the applicable licensor's prior express written permission. Any Third-Party Good that is software may be subject to the applicable licensor's license agreement, which Customer must comply with, as further described in subsection (h), below. If as a result of applicable law Customer is entitled to decompile the Goods in order to obtain information necessary to render the Goods interoperable or compatible with other goods or software ("Permitted Objective"), then Customer must first notify Microchip and the applicable licensor of Customer's requirements and give Microchip and the applicable licensor the opportunity to provide Customer with the information necessary to achieve the Permitted Objective without undertaking a prohibited action. If Microchip provides the necessary information to achieve the Permitted Objective, Customer must only use it to achieve the Permitted Objective and must not create goods, which are substantially similar to the Goods. Customer must not remove any product identification, copyright, trademark, or other proprietary notice attached to or provided with the Goods. Customer may not resell Goods without Microchip's prior written consent unless the Goods are sold in conjunction with the provision of value-added services by Customer or as embedded within Customer's application or products. But with regard to any Third-Party Products, Customer may not resell them.

B. Government Contracts. If the Goods are to be used in the performance of a U.S. Government contract or subcontract for which mandatory passdown clauses are applicable to Microchip or the Goods, Customer must inform Microchip and let it review the clause before Microchip begins performance, so that it may decide whether to perform. If Microchip is notified of the clauses after it starts performance and afterward rescinds its willingness to proceed, Microchip will have no liability for its rescission.

C. Assignment. Microchip may assign, transfer, or subcontract its rights and obligations under the Agreement. Customer may not assign, transfer, or subcontract its rights or obligations, except to a successor in interest to all or substantially all of the assets of Customer, without Microchip's prior written consent. However, a permitted assignment will not relieve Customer from its obligations. Except as indicated in this Section 14(C), the rights and obligations of this Agreement will inure to the benefit of the respective parties, their successors, and assigns.

D. Notices. Notices required or permitted by the Agreement must be in writing and signed by an authorized representative of the party providing notice, addressed to the receiving party as specified in writing, and sent by courier, certified mail, facsimile, personal delivery, or email. If notice is sent by facsimile, in-person delivery, or email, notice will be deemed received and effective upon the earlier of actual receipt or one business day after delivery. If notice is sent via other delivery methods, notice will be deemed received and effective upon the earlier of actual receipt or five business days after delivery.

E. Entire Agreement. The Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior written or verbal communications, representations, agreements, understandings, proposals, negotiations, and promises. Neither party will be liable to the other or have any remedy against the other for any untrue statement on which the other has relied, except that nothing in this Agreement will exclude or limit the liability of either party for fraud or fraudulent misrepresentation.

F. Modification and Waiver. Except as expressly set forth in the Agreement, no modification or waiver of the Agreement is effective unless it is in writing and signed by an authorized representative of the party charged with having given the waiver, or both parties in the event of a modification. No failure or delay by Microchip to assert any rights or remedies will be construed as a waiver or a continuing waiver of its rights and remedies, nor will a failure or delay to assert a breach be deemed to waive that or any other breach.

G. Survival. If a part of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, that part will be severed from the Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. Sections 9-14 will survive any cancellation or termination of the Order or Agreement.

H. Dispute Resolution. Except for any dispute arising out of or related to intellectual property, debt actions, specific performance, or injunctive relief—for which a party may seek immediate relief in an appropriate court as stated below—before any litigation can be initiated, the dispute must be submitted to nonbinding mediation before a mediator with at least 10 years experience as a solicitor or barrister representing semiconductor manufacturing clients. Mediation will take place in a location mutually acceptable to both parties. Each party is responsible for its own costs and expenses (including legal fees, if applicable) for the mediation. The parties will share the cost of the mediator equally. If the mediation is unsuccessful, either party may initiate litigation as stated below.

I. Ethical Behavior. The parties will not offer or pay any bribe or any improper benefit, direct or indirect, to any individual, public servant, or corporation and will act in conformity with the United States Foreign Corrupt Practices Act ("FCPA") or such other similar laws in any relevant jurisdiction. Without limiting the generality of Customer's obligation to comply with the FCPA, with respect to foreign (non-U.S.) business, Customer will not take any act in furtherance of directly or indirectly (through a third party or otherwise) paying, promising to pay, gifting, promising to give, or authorizing the giving of anything of value to any foreign official, foreign political party (or one of its officials), or candidate for foreign political office, for the purpose of securing any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person by: influencing any act or decision in that entity's official capacity; inducing a foreign official to, or omit to do, any act in violation of the official's lawful duty; inducing that entity to use its influence with a foreign government or instrumentality of a foreign government to affect or influence any act or decision of the government or instrumentality. Customer will immediately inform Microchip if it has, or believes it may have, failed to comply with, this provision.

J. Governing Law and Venue. The Agreement will be construed and enforced according to the laws of the State of Arizona, excluding its conflicts-of-law principles, all implementations of the Uniform Commercial Code, and all conventions relating to the international sale of goods. Courts in the State of Arizona have exclusive jurisdiction over all disputes arising out of the Agreement. The parties waive the right to trial by jury. In addition to all other rights and remedies, the prevailing party in any litigation proceeding will be entitled to reimbursement from the other party for its expenses incurred in the proceeding, including reasonable legal fees.

H. Third-Party Software License Agreements. For any Third-Party Good that is software and/or for any software considered part of a Third-Party Good, Customer agrees that it will be bound by the license agreement governing the use of such software, including agreements in click-wrap or shrink-wrap format. Unless otherwise stated in the applicable license agreement, the term of the software license begins upon delivery. Customer agrees that it is responsible for the proper deployment, tracking, use and record keeping of such licenses. For any Third Party Good that is software or contains third-party software, if Customer does not agree with the applicable license agreement, then within 5 days from Microchip's delivery and as long as Customer has not already used, transferred, or otherwise exploited the software for any purpose, Customer may (1) return the software to Microchip (in the same condition as the software was delivered), or, (2) if the software is in a downloadable format, destroy it and erase it from Customer's systems, and certify in writing to Microchip that such actions have been taken. Upon Microchip's receipt of such software or certificate, Microchip may refund the price Customer paid for such software if Customer is otherwise in compliance with this Agreement and is not otherwise infringing any intellectual property right of the applicable software licensor.