

IMPORTANT:

MICROCHIP IS WILLING TO LICENSE THE MEMORY DISK DRIVE FILE SYSTEM SOFTWARE AND ACCOMPANYING DOCUMENTATION OFFERED TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE FOLLOWING TERMS. TO ACCEPT THE TERMS OF THIS LICENSE, CLICK "**I ACCEPT**" AND PROCEED WITH THE DOWNLOAD OR INSTALL. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, CLICK "**I DO NOT ACCEPT**," AND DO NOT DOWNLOAD OR INSTALL THIS SOFTWARE.

**NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT
FOR MICROCHIP MEMORY DISK DRIVE FILE SYSTEM SOFTWARE VERSION 1.2.0**

IMPORTANT - READ CAREFULLY.

This Nonexclusive Software License Agreement ("Agreement") is a contract between you, your heirs, successors and assigns ("Licensee") and Microchip Technology Incorporated, a Delaware corporation, with a principal place of business at 2355 W. Chandler Blvd., Chandler, AZ 85224-6199, and its subsidiary, Microchip Technology (Barbados) Incorporated (collectively, "Microchip") for Microchip's **Memory Disk Drive File System** Software version **1.2.0** ("Software") and accompanying documentation ("Documentation").

The Software and Documentation are licensed under this Agreement and not sold. U.S. copyright laws and international copyright treaties, and other intellectual property laws and treaties protect the Software and Documentation. Microchip reserves all rights not expressly granted to Licensee in this Agreement.

1. Compliance with Third Party Requirements. Licensee acknowledges that it is Licensee's responsibility to obtain a copy of, familiarize itself fully with, and comply with the requirements and licensing obligations applicable to third party tools, systems and/or specifications including, but not limited to, flash-based media and FAT files systems available from Compact Flash Association, SD Card Association, Multi Media Card Association, and Microsoft Corporation. Microchip is not responsible and shall not be held responsible in any manner for Licensee's failure to comply with such requirements, including applicable license terms, if any.

2. License and Sublicense Grant.

(a) **Definitions.** As used in this Agreement, the following terms shall have the meanings defined below:

- (i) **"Microchip Products"** means Microchip microcontrollers and digital signal controllers that use or implement the Software.
- (ii) **"Object Code"** means the Software computer programming code provided by Microchip that is in binary form (including related documentation, if any), and error corrections, improvements and updates to such code provided by Microchip in its sole discretion, if any.
- (iii) **"Source Code"** means the Software computer programming code provided by Microchip that may be printed out or displayed in human readable form (including related programmer comments and

documentation, if any), and error corrections, improvements, updates, modifications and derivatives of such code developed by Microchip, Licensee or Third Party (defined below).

(b) Software License Grant. Subject to the terms of this Agreement, Microchip grants strictly to Licensee a personal, worldwide, non-exclusive, non-transferable limited license to use, modify, copy and distribute the Software only when embedded in a Microchip Product that is either integrated into: (i) Licensee's product (hereafter "Licensee Product"); or (ii) Third Party Product pursuant to Section 2(d) below.

(c) Documentation License Grant. Subject to the terms of this Agreement, Microchip grants strictly to Licensee a personal, worldwide, non-exclusive, non-transferable limited license to use the Documentation in support of Licensee's authorized use of the Software.

(d) Sublicense Grants. Subject to the terms of this Agreement, Licensee may grant a limited sublicense to a third party ("Third Party") to use the Software as described below only IF such Third Party expressly agrees in writing to be bound by terms of confidentiality and limited use that are no broader in scope and duration than the confidentiality and limited use terms of this Agreement:

- (i) Third Party may modify Source Code for Licensee.
- (ii) Third Party may program Software into Microchip Products for Licensee.
- (iii) Third Party may use the Software to develop and/or manufacture Licensee Products.
- (iv) Third Party may use the Software to develop and/or manufacture Third Party Products where either: (x) the sublicensed Software contains Source Code modified or otherwise optimized by Licensee for integration into Third Party Products; and/or (y) the sublicensed Software is programmed into Microchip Products by Licensee on behalf of such Third Party.
- (v) Third Party may use the Documentation in support of Third Party's authorized use of the Software in conformance with this Section 2(d).

As used in this Agreement, "Licensee Products" means Licensee products that use or incorporate Microchip Products. "Third Party Products" means Third party products that use or incorporate Microchip Products.

Licensee shall be responsible for any Third Party breach of the foregoing sublicense rights.

(e) Audit. Authorized representatives of Microchip shall have the right to reasonably inspect Licensee's premises and to audit Licensee's records and inventory of Licensee Products, whether located on Licensee's premises or elsewhere at any time, announced or unannounced, and in its sole and absolute discretion, in order to ensure Licensee's adherence to the terms of this Agreement.

3. Licensee Obligations.

- (a) Licensee will ensure Third Party compliance with the terms of this Agreement.

(b) Licensee will not: (i) engage in unauthorized use, modification, disclosure or distribution of Software or Documentation, or its derivatives; (ii) use all or any portion of the Software, Documentation, or its derivatives except in conjunction with Microchip Products or Third Party Products; or (iii) reverse engineer (by disassembly, decompilation or otherwise) Software or any portion thereof.

(c) Licensee must include Microchip's copyright, trademark and other proprietary notices in all copies of the Software, Documentation, and its derivatives. Licensee may not remove or alter any Microchip copyright or other proprietary rights notice posted in any portion of the Software or Documentation.

(d) Licensee will defend, indemnify and hold Microchip and its subsidiaries harmless from and against any and all claims, costs, damages, expenses (including reasonable attorney's fees), liabilities, and losses, including without limitation product liability claims, directly or indirectly arising from or related to: (i) the use, modification, disclosure or distribution of the Software, Documentation or any intellectual property rights related thereto; (ii) the use, sale and distribution of Licensee Products or Third Party Products; and (iii) breach of Sections 1 or 2 of this Agreement. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY INFRINGEMENT.

4. Confidentiality.

(a) Licensee agrees that the Software (including but not limited to the Source Code, Object Code and library files) and its derivatives, Documentation and underlying inventions, algorithms, know-how and ideas relating to the Software and the Documentation are proprietary information belonging to Microchip and its licensors ("Proprietary Information"). Except as expressly and unambiguously allowed herein, Licensee will hold in confidence and not use or disclose any Proprietary Information and shall similarly bind its employees and Third Party(ies) in writing. Proprietary Information shall not include information that: (i) is in or enters the public domain without breach of this Agreement and through no fault of the receiving party; (ii) the receiving party was legally in possession of prior to receiving it; (iii) the receiving party can demonstrate was developed by it independently and without use of or reference to the disclosing party's Proprietary Information; or (iv) the receiving party receives from a third party without restriction on disclosure. If Licensee is required to disclose Proprietary Information by law, court order, or government agency, such disclosure shall not be deemed a breach of this Agreement provided that Licensee gives Microchip prompt notice of such requirement in order to allow Microchip to object or limit such disclosure, Licensee cooperates with Microchip to protect Proprietary Information, and Licensee complies with any protective order in place and discloses only the information required by process of law.

(b) Licensee agrees that the provisions of this Agreement regarding unauthorized use and nondisclosure of the Software, Documentation and related Proprietary Rights are necessary to protect the legitimate business interests of Microchip and its licensors and that monetary damages alone cannot adequately compensate Microchip or its licensors if such provisions are violated. Licensee, therefore, agrees that if Microchip alleges that Licensee or Third Party has breached or violated such provision then Microchip will have the right to petition for injunctive

relief, without the requirement for the posting of a bond, in addition to all other remedies at law or in equity.

5. Ownership of Proprietary Rights.

(a) Microchip and its licensors retain all right, title and interest in and to the Software and Documentation ("Proprietary Rights") including, but not limited to: (i) patent, copyright, trade secret and other intellectual property rights in the Software, Documentation, and underlying technology; (ii) the Software as implemented in any device or system, all hardware and software implementations of the Software technology (expressly excluding Licensee and Third Party code developed and used in conformance with this Agreement solely to interface with the Software and Licensee Products and/or Third Party Products); and (iii) all copies and derivative works thereof (by whomever produced). Further, copies and derivative works shall be considered works made for hire with ownership vesting in Microchip on creation. To the extent such modifications and derivatives do not qualify as a "work for hire," Licensee hereby irrevocably transfers, assigns and conveys the exclusive copyright thereof to Microchip, free and clear of any and all liens, claims or other encumbrances, to the fullest extent permitted by law. Licensee and Third Party use of such modifications and derivatives is limited to the license rights described in Section 2 above.

(b) Licensee shall have no right to sell, assign or otherwise transfer all or any portion of the Software, Documentation or any related intellectual property rights except as expressly set forth in this Agreement.

6. Termination of Agreement. Without prejudice to any other rights, this Agreement terminates immediately, without notice by Microchip, upon a failure by Licensee or Third Party to comply with any provision of this Agreement. Further, Microchip may also terminate this Agreement upon reasonable belief that Licensee or Third Party have failed to comply with this Agreement. Upon termination, Licensee and Third Party will immediately stop using the Software, Documentation, and derivatives thereof, and immediately destroy all such copies.

7. Warranties and Disclaimers. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. MICROCHIP AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR THE ACCURACY, RELIABILITY OR APPLICATION OF THE SOFTWARE OR DOCUMENTATION. MICROCHIP AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL MEET REQUIREMENTS OF LICENSEE OR THIRD PARTY, BE UNINTERRUPTED OR ERROR-FREE. MICROCHIP AND ITS LICENSORS HAVE NO OBLIGATION TO CORRECT ANY DEFECTS IN THE SOFTWARE. LICENSEE AND THIRD PARTY ASSUME THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION PROVIDED UNDER THIS AGREEMENT.

8. Limited Liability. IN NO EVENT SHALL MICROCHIP OR ITS LICENSORS BE LIABLE OR OBLIGATED UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY,

CONTRIBUTION, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT OR INDIRECT DAMAGES OR EXPENSES INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR ANY CLAIMS BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY DEFENSE THEREOF), OR OTHER SIMILAR COSTS. The aggregate and cumulative liability of Microchip and its licensors for damages hereunder will in no event exceed \$1000 or the amount Licensee paid Microchip for the Software and Documentation, whichever is greater. Licensee acknowledges that the foregoing limitations are reasonable and an essential part of this Agreement.

9. General.

(a) **Governing Law, Venue and Waiver of Trial by Jury.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. Licensee agrees that any disputes arising out of or related to this Agreement, Software or Documentation shall be brought in the courts of State of Arizona. The parties agree to waive their rights to a jury trial in actions relating to this Agreement.

(b) **Attorneys' Fees.** If either the Microchip or Licensee employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

(c) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement signed by an authorized representative of the Microchip.

(d) **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(e) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(f) **Export Regulation.** Licensee agrees to comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

(g) **Survival.** The indemnities and obligations of confidentiality herein, and any right of action for breach of this Agreement prior to termination shall survive any termination of this Agreement.

(h) **Assignment.** Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Licensee without the prior written approval of Microchip except pursuant to a merger, sale of all assets of Licensee or other corporate reorganization, provided that assignee agrees in writing to be bound by the Agreement.

(i) **Restricted Rights.** Use, duplication or disclosure by the United States Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacture is Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85225-6199.

If Licensee has any questions about this Agreement, please write to Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85224-6199 USA, ATTN: Marketing.

License Rev. No. 01-081407