MICROCHIP IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE AND DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE FOLLOWING TERMS. BY USING THIS SOFTWARE AND/OR DOCUMENTATION, YOU ACCEPT THE ALL OF THE TERMS OF THIS LICENSE. IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE OR DOCUMENTATION.

NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT
FOR MPLAB® MINDI™ ANALOG SIMULATOR

This Nonexclusive Software License Agreement for MPLAB® Mindi™ Analog Simulator ("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 subsidiaries including Microchip Technology (Barbados) II Incorporated (collectively, "Microchip") for the accompanying Microchip Software and Documentation, as defined below.

1. **Definitions.** As used in this Agreement, the following capitalized terms will have the meanings defined below:

a. **"Documentation"** means any and all accompanying documentation, including library files, device models, images, and any other graphic resources provided by Microchip for the Software.
b. "**Object Code**" means the Software computer programming code that is in binary form (including related documentation, if any), and error corrections, improvements, modifications, and updates.
c. **"Software"** means the Microchip software including, but not limited to, models, schematics, HTML pages, user guides, design analyzers and guides, and branding images in the MPLAB® Mindi™ Analog Simulator package, and any updates thereto and derivatives thereof.
d. "**Source Code**" means the Software computer programming code that may be printed out or displayed in human readable form (including related programmer comments and documentation, if any), and error corrections, improvements, modifications, and updates.

2. **Software License Grant.** Subject to Licensee's compliance with the terms of this Agreement, Microchip grants strictly to Licensee a non-exclusive, non-transferable, worldwide license to internally use and evaluate the Software.

3. **Documentation License Grant.** Subject to Licensee's compliance with the terms of this Agreement, Microchip grants strictly to Licensee a non-exclusive, non-transferable, worldwide license to use the Documentation in support of Licensee's authorized use of the Software.

4. **Third Party Requirements.** Licensee acknowledges that it is Licensee's responsibility to comply with any third party license terms or requirements applicable to the use of any third party software, specifications, systems, or tools. This includes, by way of example but not as a limitation, any standards-setting organizations requirements and local encryption laws and requirements. Microchip is not responsible and will not be held responsible in any manner for Licensee's failure to comply with any applicable third-party terms or requirements.

a. **SIMetrix and SIMetrix/SIMPLIS Technology.** Licensee acknowledges that the MPLAB® Mindi™ Analog Simulator includes software that was developed by and is owned by SIMPLIS Technologies, including, but not limited to the simulation engine and software interface, and that, in order to use the MPLAB® Mindi™ Analog Simulator, Licensee must accept the terms and conditions of the SIMetrix/SIMPLIS End User License Agreement, which can be found at http://simetrix.co.uk/site/users/SIMetrixEndUserLicenseAgreement.html (the "SIMetrix/SIMPLIS License"). Licensee also acknowledges that this software developed and owned by SIMPLIS Technologies is not covered by this Agreement, but is covered by the SIMetrix/SIMPLIS License. To be clear, Licensee's use of the content developed and owned by SIMPLIS Technologies is not governed by this Agreement, but is governed by the SIMetrix/SIMPLIS License, Also Licensee understands that it may use the SIMetrix/SIMPLIS Technology separate from the Software; any such use will be governed solely by the SIMetrix/SIMPLIS License.

5. **Open Source Components.** Notwithstanding the license grant in Section 2 above, Licensee further acknowledges that certain components of the Software may be covered by so-called "open source" software licenses ("Open Source Components"). Open Source Components means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. To the extent required by the licenses covering Open Source Components, the terms of such license will apply in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Components, those restrictions will not apply to the Open Source Component.

6. **Licensee Obligations**. Licensee will not: (a) engage in unauthorized use, modification, disclosure, or distribution of Software or Documentation, or its derivatives; or (b) reverse engineer (by disassembly, decompilation, or otherwise) Software or any portion thereof. Licensee may not remove or alter any copyright or other proprietary rights notice posted in any portion of the Software or Documentation. 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: (x) any claims directly or indirectly arising from or related to the use, modification, disclosure or distribution of the Software, Documentation, or any related intellectual property rights; (y) the use, sale, or distribution of licensee products; and (z) any breach of this Agreement.

7. **Confidentiality**. Licensee agrees that the Software (including but not limited to the Source Code, Object Code, and library files, if provided) 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 in this Section, Licensee will hold in confidence and not use or disclose any Proprietary Information and will similarly bind its employees in writing. Proprietary Information will 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 the receiving party 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, Licensee will give Microchip prompt notice of this requirement to allow Microchip to object or limit the disclosure. 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 damage alone cannot adequately compensate Microchip or its licensors if these provisions are violated. Licensee, therefore, agrees that if Microchip alleges that Licensee has breached or violated any provision in this Section then Microchip will have the right to injunctive relief, without the requirement for the posting of a bond, in addition to all other remedies at law or in equity.

8. **Ownership of Proprietary Rights**. Microchip and its licensors retain all right, title, and interest in and to the Software and Documentation including, but not limited to all patent, copyright, trade secret, and other intellectual property rights in the Software, Documentation, and underlying technology and all copies and derivative works thereof (by whomever produced). Licensee use of the modifications and derivatives is limited to the license rights described in this Agreement.

9. **Termination of Agreement**. Without prejudice to any other rights, this Agreement terminates immediately, without notice by Microchip, upon a failure by Licensee to comply with any provision of this Agreement. Upon termination, Licensee will immediately stop using the Software, Documentation, and all derivatives thereof, and immediately destroy all copies.

10. **Warranty 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 ANY THIRD PARTY, BE UNINTERRUPTED, OR ERROR-FREE. MICROCHIP AND ITS LICENSORS HAVE NO OBLIGATION TO CORRECT ANY DEFECTS IN THE SOFTWARE.

11. **Limited Liability**. IN NO EVENT WILL MICROCHIP OR ITS LICENSORS BE LIABLE OR OBLIGATED UNDER ANY 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 under this Agreement 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.

12. **General**. THIS AGREEMENT WILL 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 will be brought exclusively in the courts located in Maricopa County, Arizona. This Agreement will constitute the entire agreement between the parties with respect to the subject matter of this Agreement. It will not be modified except by a written agreement signed by an authorized representative of Microchip. If any provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and be enforceable. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of this Agreement, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. Licensee agrees to comply with all import and export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority. The indemnities, obligations of confidentiality, and limitations on liability described in this Agreement, and any right of action for breach of this Agreement prior to termination, will survive any termination of this Agreement. Any prohibited assignment will be null and void. 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/manufacturer is Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85224-6199.

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.