

**IMPORTANT:  
MICROCHIP IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE AND DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE FOLLOWING TERMS. IF YOU ACCEPT THE TERMS OF THIS LICENSE, PROCEED WITH THE DOWNLOAD OR INSTALL. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, DO NOT DOWNLOAD OR INSTALL THIS SOFTWARE.**

**NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT FOR ACCOMPANYING MICROCHIP SOFTWARE AND DOCUMENTATION INCLUDING:  
PIN PLANNER FOR PIC24FXXXDA1/DA2/GB2 TOOL**

**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 the accompanying Microchip software including ‘Pin-Planner For PIC24FxxxDA1/DA2/GB2’ Tool, and any updates thereto (“Software”), and accompanying documentation, including images and any other graphic resources provided by Microchip (“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. License Grant.**

(a) **Software License Grant.** Microchip grants strictly to Licensee a worldwide, non-exclusive, license to use the Software to plan the pin location on Microchip PIC microcontrollers or other Microchip semiconductor products, as described in Microchip’s User Guide for the ‘Pin-Planner For PIC24FxxxDA1/DA2/GB2’ Tool, which may be updated from time to time (collectively “Microchip Products”).

(b) **Documentation License Grant.** Microchip grants strictly to Licensee a worldwide, non-exclusive, license to use the Documentation in support of Licensee's authorized use of the Software.

**2. 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 such third party software, specifications, systems, or tools. Microchip is not responsible and will not be held responsible in any manner for Licensee’s failure to comply with such applicable terms or requirements.

**3. Licensee Obligations.**

(a) 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; (iii) reverse engineer (by disassembly, decompilation or otherwise) Software or any portion thereof; or (iv) copy or

reproduce all or any portion of Software, except as specifically allowed by this Agreement or expressly permitted by applicable law notwithstanding the foregoing limitations.

(b) Licensee may not alter or remove any: (i) Microchip copyright, trademark, or other proprietary rights notice posted in any portion of the Software or Documentation; or (ii) any identifying screen that is produced by the Software.

#### **4. Confidentiality.**

(a) Licensee agrees that the Software (including source code, object code, and library files), 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 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 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 will 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 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: (i) patent, copyright, trade secret and other intellectual property rights in the Software, Documentation, and underlying technology; and (ii) all copies and derivative works thereof (by whomever produced). Further, copies and derivative works will 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 use of such modifications and derivatives is limited to the license rights described in Sections 1 above.

(b) Licensee has 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 to comply with any provisions of this Agreement. Further, Microchip may also terminate this Agreement upon reasonable belief that Licensee failed to comply with this Agreement. Upon termination, Licensee will immediately stop using the Software, Documentation, and derivatives thereof, immediately destroy all such copies, remove Software from any of Licensee's tangible media and from systems on which the Software exists, and stop disclosing, copying, or reproducing Software (even as may be permitted by this Agreement). Termination of this Agreement will not affect the right of any end user or consumer to use Licensee Products provided that such products were purchased prior to the termination of this Agreement.

**7. Dangerous Applications.** The Software is not fault-tolerant and is not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance ("Dangerous Applications"). Such Dangerous Applications include the operation of nuclear facilities, aircraft navigation, aircraft communication systems, air traffic control, direct life support machines, weapons systems, or any environment or system in which the failure of the Software could lead directly or indirectly to death, personal injury, or severe physical or environmental damage. Microchip specifically disclaims (a) any express or implied warranty of fitness for use of the Software in Dangerous Applications; and (b) any and all liability for losses, damages, and claims resulting from the use of the Software in Dangerous Applications.

**8. Warranties and Disclaimers.** THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING 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 ASSUMES THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION PROVIDED UNDER THIS AGREEMENT.

**9. Limited Liability.**

(a) IN NO EVENT WILL 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 INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR ANY CLAIMS BY THIRD PARTIES (INCLUDING ANY DEFENSE THEREOF), OR OTHER SIMILAR COSTS.

(b) 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.

(c) Licensee acknowledges that the foregoing limitations are reasonable and an essential part of this Agreement.

**10. General.**

(a) **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.

(b) **Government Use.** The Software and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the software and accompanying documentation by U.S. Government is governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement.

(c) **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.

(d) **Survival.** The indemnities, obligations of confidentiality, and limit on liability described herein, and any right of action for breach of this Agreement prior to termination will survive any termination of this Agreement.

(e) **Severability.** 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 enforceable.

(f) **Waiver.** 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 hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of Microchip.

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

(h) **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 will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

(i) **Governing Law, Venue and Waiver of Trial by Jury.** 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 in the courts of State of Arizona. The parties agree to waive their rights to a jury trial in actions relating to this Agreement.

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. 01-092809