

APPLICATION FOR SUBLICENSE TO MICROCHIP UNIVERSAL SERIAL BUS VENDOR ID

USB-IF, Inc. has licensed USB Vendor ID No. 0x04D8 ("VID") to Microchip Technology Inc. ("Microchip"). If you agree to the following terms, Microchip may in its sole discretion sublicense the VID, and assign a Product ID number ("PID"), to you free of charge ("Sublicense"). The Sublicense is revocable and non-transferable. It becomes effective on the date on which Microchip sends notice of acceptance to you subject to the following terms:

1. Microchip reserves the right to limit the number of recipients or to discontinue the offer to Sublicense at any time.
2. If Microchip accepts your Application, you will receive the assigned PID by separate communication. You must use Microchip's VID together with the assigned PID. (You may not use Microchip's VID until you receive Microchip's notice of acceptance and the assigned PID.)
3. **Microchip's VID and the assigned PID may be used: (a) for internal development purposes; and (b) during initial production which shall not exceed 10,000 units of your product. Once production exceeds the limit of 10,000 units, then the Sublicense shall automatically terminate (unless terminated earlier) and you will be responsible for obtaining a Vendor ID number from USB-IF, Inc.**
4. The VID must be used solely with Microchip microcontrollers or Microchip MCP22XX devices. Use with any other manufacturer devices will result in termination of the sublicense agreement, and may result in legal and equitable action against you, either to enforce intellectual property rights or recover any resulting damages.
5. Use of the USB Logo is specifically prohibited. No other rights are granted except those expressly stated here.
6. VID AND PID ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND MICROCHIP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, RELATED TO THE VID AND PID INCLUDING (WITHOUT LIMITATION) THEIR MERCHANTABILITY, OR FITNESS FOR PURPOSE. IN NO EVENT SHALL MICROCHIP BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES OR LOST PROFITS, LOSS OF USE OR LOSS OF DATA, ARISING OUT OF USE OF THE VID OR PID, THIS APPLICATION, OR THE SUBLICENSE.
7. The Sublicense will terminate on the earlier of: (a) the date in which you have exceeded the limit of 10,000 units described in Paragraph 3 above; (b) upon notification of termination by either party; or (c) automatic termination due to violation of the license terms. You must discontinue use of the VID and PID immediately upon termination.
8. You agree that this Sublicense, shall be construed, interpreted and governed by the laws and subject to the exclusive jurisdiction of the State of Arizona and controlling U.S. federal law and choice of law rules of any jurisdiction shall not apply.

If you agree to the above terms, please complete this Application and mail or fax this form to:

Microchip Technology Inc.
Attn: Marcella Soloway / VID-PID Sublicense
2355 W. Chandler Blvd.
Chandler, AZ 85224-6199

email: marcella.soloway@microchip.com
Fax: 480-792-4005

By submitting this application, you agree to the terms above:

By: _____ Date: _____
(Signature)

Company Name: _____

Contact Name and Title: _____

Contact Mailing Address: _____

Contact E-mail Address: _____

Telephone Number: _____ Ext. _____ Fax Number: _____