UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q/A

Amendment No. 1

(Mark One)

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended May 31, 2012

or

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .

Commission File Number: 1-10658

Micron Technology, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**75-1618004**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
8000 S. Federal Way, Boise, Idaho	**83716-9632**
(Address of principal executive offices)	(Zip Code)
Registrant's telephone number, including area code	**(208) 368-4000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. x Yes o No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). x Yes o No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	x	Accelerated filer	o
Non-accelerated filer	o (Do not check if a smaller reporting company)	Smaller reporting company	o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
o Yes x No

The number of outstanding shares of the registrant's common stock as of July 3, 2012, was 1,017,533,224.

EXPLANATORY NOTE

This Quarterly Report on Form 10-Q/A for the period ended May 31, 2012, is being filed solely for the purpose of refiling Exhibits 10.107, 10.109, 10.110, 10.111, 10.112 and 10.113 (collectively, the "Exhibits") in connection with a response to a confidential treatment request by the Company. The Exhibits were initially filed with the Company's Quarterly Report on Form 10-Q on July 9, 2012. The redactions to Exhibits 10.107 and 10.109 have been removed. The redactions to Exhibits 10.110, 10.111, 10.112 and 10.113 have been revised in accordance with a modified confidential treatment request filed by the Company with the Securities and Exchange Commission. The Company has made no other changes to the Quarterly Report on Form 10-Q for the period ended May 31, 2012.

PART II. OTHER INFORMATION

6. Exhibits.

Exhibit Number	Description of Exhibit
1.1	Purchase Agreement, dated as of April 12, 2012, by and among Micron Technology, Inc. and Morgan Stanley & Co. LLC and J.P. Morgan Securities, LLC, as representatives of the initial purchasers (1)
3.1	Restated Certificate of Incorporation of the Registrant (2)
3.2	Bylaws of the Registrant, as amended (3)
4.1	Indenture, dated as of April 18, 2012, by and between Micron Technology, Inc. and U.S Bank National Association, as Trustee for 2.375% Convertible Senior Notes due 2032 (1)
4.2	Form of 2032C Note (included in Exhibit 4.1) (1)
4.3	Indenture, dated as of April 18, 2012, by and between Micron Technology, Inc. and U.S Bank National Association, as Trustee for 3.125% Convertible Senior Notes due 2032 (1)
4.4	Form of 2032D Note (included in Exhibit 4.3) (1)
10.1	Form of Capped Call Confirmation (1)
10.106	Private Agreement between Micron Semiconductor Italia S.r.l. and Mario Licciardello dated May 24, 2012 (4)
10.107	MTV Asset Purchase and Sale Agreement, dated April 6, 2012, among Micron Technology, Inc., Intel Corporation and IM Flash Technologies, LLC (7)
10.108*	Second Amended and Restated Limited Liability Company Operating Agreement of IM Flash Technologies, LLC, dated April 6, 2012, between Micron Technology, Inc. and Intel Corporation (5)
10.109	Amendment to the Master Agreement, dated April 6, 2012, between Intel Corporation and Micron Technology, Inc. (7)
10.110*	Amended and Restated Supply Agreement, dated April 6, 2012, between Intel Corporation and IM Flash Technologies, LLC (7)
10.111*	Amended and Restated Supply Agreement, dated April 6, 2012, between Micron Technology, Inc. and IM Flash Technologies, LLC (7)
10.112*	Product Supply Agreement, dated April 6, 2012, among Micron Technology, Inc., Intel Corporation and Micron Semiconductor Asia Pte. Ltd. (7)
10.113*	Wafer Supply Agreement, dated April 6, 2012, among Micron Technology, Inc., Intel Corporation and Micron Semiconductor Asia Pte. Ltd. (7)
10.114*	Deposit Agreement, dated April 6, 2012, between Micron Technology, Inc. and Intel Corporation (5)
10.115	First Amendment to the Limited Liability Partnership Agreement dated April 6, 2012, between Micron Semiconductor Asia Pte. Ltd. and Intel Technology Pte. Ltd. (5)
31.1	Rule 13a-14(a) Certification of Chief Executive Officer (7)
31.2	Rule 13a-14(a) Certification of Chief Financial Officer (7)
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350 (7)
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350 (7)
101.INS	XBRL Instance Document. (6)
101.SCH	XBRL Taxonomy Extension Schema Document. (6)
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document. (6)
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document. (6)
101.LAB	XBRL Taxonomy Extension Label Linkbase Document. (6)
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document. (6)

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(1) Incorporated by reference to Current Report on Form 8-K dated April 12, 2012
(2) Incorporated by reference to Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2001
(3) Incorporated by reference to Current Report on Form 8-K/A dated April 7, 2011
(4) Incorporated by reference to Current Report on Form 8-K dated May 31, 2012

(5) Filed on July 9, 2012, with the filing of the Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2012.
(6) Furnished on July 9, 2012, with the filing of the Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2012.
(7) Filed herewith.

* Portions of this exhibit have been omitted pursuant to a request for confidential treatment filed with the Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Micron Technology, Inc.

(Registrant)

Date: November 19, 2012

/s/ Ronald C. Foster

Ronald C. Foster

Vice President of Finance and Chief Financial Officer (Principal Financial and Accounting Officer)

Exhibit 10.109

AMENDMENT TO THE MASTER AGREEMENT

This **AMENDMENT TO THE MASTER AGREEMENT** ("**Master Agreement Amendment**") is made this 6th day of April, 2012 (the "**Effective Date**"), by and between Intel Corporation, a Delaware corporation ("**Intel**") and Micron Technology, Inc., a Delaware corporation ("**Micron**"). Each of Intel and Micron may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

A. Intel and Micron are parties to that certain Master Agreement by and between Intel and Micron, dated November 18, 2005 (the "**2005 Master Agreement**").

B. Intel, Intel Technology Asia Pte Ltd, a private limited company organized under the laws of Singapore, Micron, Micron Semiconductor Asia Pte. Ltd., a private limited company organized under the laws of Singapore, IM Flash Technologies, LLC, a Delaware limited liability company, and IM Flash Singapore, LLP, a limited liability partnership organized under the laws of Singapore, are parties to that certain 2012 Master Agreement, dated as of February 27, 2012 (the "**2012 Master Agreement**").

C. Pursuant to the terms and conditions of the 2012 Master Agreement, the Parties desire to amend the 2005 Master Agreement.

THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Modifications. Micron and Intel modify the 2005 Master Agreement as follows:

a. Each of Article 2, Article 3, Sections 4.1-4.4, 4.6-4.8, Sections 4.10-4.14 and Section 4.16(B) is hereby replaced in its entirety with "[Reserved]."

b. Section 4.18 is modified as follows:

> "4.18 Tax Matters. The Parties shall cooperate in a good faith, commercially reasonable manner to maximize tax benefits or minimize tax costs of the Joint Venture Company, and of the Parties or their Affiliates with respect to the activities of the Joint Venture Company, consistent with the overall goals of the Joint Venture Documents. Such cooperation may include, but shall not be limited to, amending one or more of the Joint Venture Documents or seeking a ruling from a taxing authority; *provided*, *however*, that neither of the Parties shall be required to consent to amend any of the Joint Venture Documents or take other action that such Party reasonably determines is not commercially reasonable, and; *provided*, *further*, that if one Party (and its Affiliates) is not likely (based on reasonable assumptions and projections) to benefit directly or indirectly from an

action requested by the other Party pursuant to this Section 4.18, then the Parties shall use good faith commercially reasonable efforts to enter into an agreement requiring the requesting Party to reimburse the other Party for the reasonable out-of-pocket costs incurred by that other Party to effect the change desired by the requesting Party, and the other Party shall not be required to incur such costs until such an agreement has been entered into."

c. Each of Section 4.19, Article 5 and Section 6.1(B) is hereby replaced in its entirety with "[Reserved]."

d. Section 6.2 is modified as follows:

"6.2 Indemnification.

(A) Intel will indemnify, defend and hold harmless Micron, Micron's subsidiaries and the Joint Venture Company and their officers, directors, employees and agents against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' and consultants' fees and expenses) (collectively, "**Losses**"), incurred or suffered by them as a result of (1) any failure to perform or comply with any covenant or agreement of Intel in this Agreement or (2) any liabilities, debts, obligations or duties of Intel that are not expressly assumed by the Joint Venture Company under this Agreement or another Joint Venture Document and that are outside the scope of any representation or warranty of Intel set forth in the Original Master Agreement that is the subject of the indemnification obligation set forth in Section 6.2(A)(1) of the Original Master Agreement. In addition, all of Intel's indemnification obligations under Section 6.2(A)(2) will terminate on the tenth anniversary of the Closing Date.

(B) Micron will indemnify, defend and hold harmless Intel, Intel's subsidiaries and the Joint Venture Company and their officers, directors, employees and agents against any and all Losses incurred or suffered by them as a result of (1) any failure to perform or comply with any covenant or agreement of Micron in this Agreement, (2) any violation of any Environmental Laws arising from or relating to conditions existing or events occurring on any of the Contributed Property or the Micron Retained Property prior to the Closing Date, or (3) any liabilities, debts, obligations or duties of Micron that are not expressly assumed by the Joint Venture Company under this Agreement or another Joint Venture Document and that are outside the scope of any representation or warranty of Micron set forth in the Original Master Agreement that is the subject of the indemnification obligation set forth in Section 6.2(B)(1) of the Original Master Agreement and outside the scope of the environmental indemnity set forth in Section 6.2(B)(2) above; *provided, however*, that (x) Micron shall not be liable under Section 6.2(B)(2) until aggregate Losses as a result of such failures exceed $10,000,000, at which point Micron shall be liable only for the amount of such Losses in excess of $10,000,000; and (y) Micron's aggregate liability under Section 6.2(B)(2) for Losses that exceed $10,000,000 shall not exceed

$50,000,000. In addition, all of Micron's indemnification obligations under Sections 6.2(B)(2) and 6.2(B)(3) will terminate on the tenth anniversary of the Closing Date."

e. Article 7 is hereby replaced in its entirety with "[Reserved]."

f. The definition of "Closing Date" in Appendix A to the 2005 Master Agreement is revised as follows:

"**Closing Date**" means January 6, 2006.

g. The following definition shall be added to Appendix A to the 2005 Master Agreement:

"**Original Master Agreement**" means that certain Master Agreement by and between Intel and Micron dated November 18, 2005, without giving effect to any amendments thereto.

h. Except as specifically amended hereby, the 2005 Master Agreement shall remain in full force and effect. This Master Agreement Amendment shall be deemed a part of the 2005 Master Agreement, the terms of which are incorporated herein by this reference.

2. Certain Interpretive Matters.

a. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the 2005 Master Agreement.

b. Unless the context requires otherwise, (1) all references to Sections, Articles, Exhibits, Appendices or Schedules are to Sections, Articles, Exhibits, Appendices or Schedules of or to this Master Agreement Amendment, (2) words in the singular include the plural and vice versa, (3) the term "including" means "including without limitation," and (4) the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Master Agreement Amendment as a whole and not to any individual section or portion hereof.

c. No provision of this Master Agreement Amendment will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Master Agreement Amendment or such provision.

d. The headings of the Articles and Sections in this Master Agreement Amendment are provided for convenience of reference only and shall not be deemed to constitute a part hereof.

3. Choice of Law. This Master Agreement Amendment shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, USA, without giving effect to the principles of conflict of laws thereof.

4. Severability. Should any provision of this Master Agreement Amendment be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but this Master Agreement Amendment

shall remain in full force in all other respects. Should any provision of this Master Agreement Amendment be or become ineffective because of changes in applicable laws or interpretations thereof, or should this Master Agreement Amendment fail to include a provision that is required as a matter of law, the validity of the other provisions of this Master Agreement Amendment shall not be affected thereby. If such circumstances arise, the Parties hereto shall negotiate in good faith appropriate modifications to this Master Agreement Amendment to reflect those changes that are required by applicable law.

5. Counterparts. This Master Agreement Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Master Agreement Amendment as of the date first set forth above.

INTEL CORPORATION	**MICRON TECHNOLOGY, INC.**
By: /s/ Brian Krzanich	By: /s/ D. Mark Durcan
Brian Krzanich Senior Vice President, Chief Operating Officer	D. Mark Durcan Chief Executive Officer

THIS IS THE SIGNATURE PAGE FOR THE
AMENDMENT TO THE MASTER AGREEMENT
ENTERED INTO BY AND BETWEEN
INTEL CORPORATION AND MICRON TECHNOLOGY, INC.

EXHIBIT 10.110

CONFIDENTIAL TREATMENT:

MICRON TECHNOLOGY, INC. HAS REQUESTED THAT THE OMITTED PORTIONS OF THIS DOCUMENT, WHICH ARE INDICATED BY ASTERISKS, BE AFFORDED CONFIDENTIAL TREATMENT PURSUANT TO RULE 24b-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. MICRON TECHNOLOGY, INC. HAS SEPARATELY FILED THE OMITTED PORTIONS OF THE DOCUMENT WITH THE SECURITIES AND EXCHANGE COMMISSION.

AMENDED AND RESTATED SUPPLY AGREEMENT

This AMENDED AND RESTATED SUPPLY AGREEMENT (the "**Agreement**"), is made and entered into as of this 6th day of April, 2012 (the "**Effective Date**"), by and between Intel Corporation, a Delaware corporation ("**Intel**"), and IM Flash Technologies, LLC, a Delaware limited liability company (the "**Joint Venture Company**").

RECITALS

A. Intel and the Joint Venture Company (each, a "**Party**" and, collectively, the "**Parties**") previously entered into that certain Supply Agreement, dated January 6, 2006 (the "**Original Supply Agreement**"), pursuant to which the Joint Venture Company manufactured NAND Flash Memory Products for Intel.

B. The Parties desire to amend and restate the Original Supply Agreement to, among other things, provide for the manufacture of Designated Technology Wafers by the Joint Venture Company for Intel.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound do hereby agree as follows.

ARTICLE 1
DEFINITIONS; CERTAIN INTERPRETIVE MATTERS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A.

1.2 Certain Interpretive Matters.

(a) Unless the context requires otherwise, (i) all references to Sections, Articles, Exhibits or Schedules are to Sections, Articles, Exhibits or Schedules of or to this Agreement, (ii) each of the Schedules will apply only to the corresponding Section or subsection of this Agreement, (iii) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with Modified GAAP, (iv) words in the singular include the plural and vice versa, (v) the term "including" means "including without limitation," and (vi) the terms "herein," "hereof," "hereunder" and words of similar import shall mean

references to this Agreement as a whole and not to any individual Section or portion hereof. All references to $ or dollar amounts will be to lawful currency of the United States of America. All references to "day" or "days" will mean calendar days and all references to "quarter(ly)", "month(ly)" or "year(ly)" will mean Fiscal Quarter, Fiscal Month or Fiscal Year, respectively.

(b) No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or such provision.

ARTICLE 2
OBLIGATIONS OF THE JOINT VENTURE COMPANY; PROCESSES AND CONTROLS

2.1 General Obligations. The Joint Venture Company will (a) supply Product to Intel in accordance with the purchasing process set forth in Article 4 hereof; (b) develop the Lehi Fab and operations to meet Capacity according to the effective Approved Business Plan, the Operating Plan and the obligations set forth herein, including Sections 2.2, 2.5 and 2.9; and (c) supply Probed Wafers which meet the Specification(s), Price, Yield, Cycle-Time, and Quality and Reliability as agreed by the Parties.

2.2 Products to Supply. The Joint Venture Company will manufacture Products for Intel in accordance with the Operating Plan and applicable Specifications, developed in response to Intel's Demand Forecast provided to the Joint Venture Company in accordance with Article 3 below.

2.3 Process and Design Information. Intel agrees to provide to the Joint Venture Company: (a) such process technology or information as is required to be disclosed under the Joint Development Program Agreements and the Technology License Agreement; and (b) design information reasonably required to manufacture NAND Flash Memory Wafers and Designated Technology Wafers.

2.4 Control; Processes. The Joint Venture Company and Intel will review the Joint Venture Company's control and process mechanisms, including but not limited to such mechanisms that are utilized to ensure that all parameters of the Specification, including the Performance Criteria, are met or exceeded in the Joint Venture Company's manufacture of Probed Wafers by either the Joint Venture Company or its approved subcontractor for Intel. The Parties agree to work together in good faith to define mutually agreeable control and process mechanisms including the following: ****.

2.5 Equipment, Systems, Materials. Except as provided in other Joint Venture Documents, the Joint Venture Company shall be responsible for procuring all manufacturing equipment, tools, automated material handling systems therein and materials, including Prime Wafers, which are reasonably required for the Joint Venture Company to achieve the Operating Plan. The Joint Venture Company shall endeavor to manage the entire supply chain, including equipment, materials, systems, maintenance and subcontractors and vendors, to create efficiency and maximize the Performance Criteria.

2.6 Production Masks. Unless otherwise agreed with Intel, the Joint Venture Company or its subcontractors will be responsible to obtain, maintain, repair and replace masks used in the production of Products. Such masks will only be used in the production of Products for Intel. Production masks will be repaired and replaced solely at mask operations which have been approved by Intel, which approval shall not be unreasonably withheld. The Joint Venture Company or its subcontractors will retain possession, but not ownership of any underlying copyrights, maskworks, or other intellectual property, of any physical production masks which the Joint Venture Company has made under this Section 2.6.

2.7 Designation of WIP. The Joint Venture Company will designate the WIP (other than WIP for Unique Products of Intel) for Intel immediately prior to Probe Testing. Unique Product of Intel, if any, must be designated for Intel from Wafer Start at the Lehi Fab or the Joint Venture Company's subcontractor's facilities.

2.8 Subcontractors. The Joint Venture Company may utilize subcontractors to perform any portion of the manufacture process in making Products for Intel, subject to all subcontractors being approved by the Members, which approval shall not be unreasonably withheld. The Joint Venture Company will ensure that all contracts with subcontractors will provide the Joint Venture Company with the same level of access and controls as set forth in the Agreement, including Sections 2.4, 2.9, 2.10, 2.11, 2.12 and Article 5.

2.9 Staffing. The Joint Venture Company shall adequately staff the Lehi Fab and ensure that its subcontractors adequately staff their facilities to sustain and manage production of Product for Intel, including the obligations set forth in Section 2.1 and meeting scheduled commitments, including the Operating Plan and the Performance Criteria.

2.10 Business Continuity Plan. The Joint Venture Company will develop a process (a "**Business Continuity Plan**") to recover the production process in the event of a natural disaster or any other event that disrupts the production process or the ability of the Joint Venture Company to meet its delivery commitments to Intel or satisfy customer orders. If requested by Intel, the Joint Venture Company will review its Business Continuity Plan with Intel, subject to any confidentiality requirements, and make changes as agreed with the Members.

2.11 ********. In addition to the quarterly review and monthly report requirements set forth in Sections 3.2 and 3.3, the Joint Venture Company will promptly notify Intel of ********.

2.12 Traceability and Data Retention. Intel and the Joint Venture Company shall review the Joint Venture Company's process traceability system ********. The Joint Venture Company agrees to maintain such data for a minimum of ******** years. The Joint Venture Company will endeavor to provide Intel ********.

2.13 Additional Customer Requirements. Intel will inform the Joint Venture Company in writing of any auditable supplier requirements of Intel's customers. The Parties will work together in good faith to resolve such requests.

2.14 Transfer; Equivalency of Operations. Intel will cooperate in good faith with the Joint Venture Company to transfer Intel's technology to the Joint Venture Company, if such technology transfer is required under the Joint Venture Documents. The Joint Venture Company

will establish similar baseline Product performance standards, including form, fit and function, at the Lehi Fab and subcontracted facilities. Such efforts will include the provision of up to date equivalent materials (including correlation wafers), data and information.

ARTICLE 3
PLANNING MEETINGS AND FORECASTS; PERFORMANCE REVIEWS AND REPORTS

3.1 Planning and Forecasting.

(a) During each Fiscal Month during the Term, Intel will provide the Joint Venture Company with a written demand forecast of its Probed Wafer needs for the current Fiscal Quarter plus the next **** Fiscal Quarters (the "**Demand Forecast**"). This demand will include desired Probed Wafer breakout by design id and Process Technology Node. In addition, the Demand Forecast will include the level of Probe Testing, marking specification, requested delivery date and place of delivery for the Probed Wafers, which information will be updated by Intel on a weekly basis as necessary.

(b) Within a commercially reasonable period of time (or within a time period mutually agreed by the Parties from time-to-time) following the Joint Venture Company's actual, direct receipt of each Demand Forecast, the Joint Venture Company shall furnish Intel with a written response regarding capacity and indicating what portion or mix of the demand that the Joint Venture Company will commit to supply. This written response (the "**Planning Forecast**") will include:

(i) ****;

(ii) ****; and

(iii) ****.

(c) Based on the Planning Forecast, the Joint Venture Company shall develop a proposed Product loading plan for the current Fiscal Quarter plus the next **** Fiscal Quarters ("**Proposed Loading Plan**"). The Joint Venture Company shall provide Intel with the Proposed Loading Plan at least **** Business Days prior to its review by the Manufacturing Committee.

(d) The Joint Venture Company will submit the Planning Forecast, Proposed Loading Plan and other requested information to the Manufacturing Committee for endorsement. Once endorsed by the Manufacturing Committee, the Proposed Loading Plan shall become part of the Operating Plan. If the Manufacturing Committee fails to approve a specific Loading Plan, then, subject to Section 11.4 of the LLC Operating Agreement, Intel may designate the loading at the Lehi Fab sufficient to satisfy its purchase obligation set forth in the first sentence of Section 4.1.

(e) ****, in coordination with the Joint Venture Company's **** business plan, Intel will provide the Joint Venture Company with a forecast of its demand for Probed Wafers for the next **** quarters. The Joint Venture Company will provide feedback on those forecast within a commercially reasonable period of time (or within a time period mutually

agreed by the Parties from time-to-time) following the Joint Venture Company's **** business plan is approved.

3.2 Performance Reviews and Reports. The Joint Venture Company shall meet with Intel each quarter to discuss the Performance Criteria and the most recent monthly report. The monthly report will be distributed to Intel monthly, on a date to be agreed by the Parties, and will:

(a) describe ****;

(b) describe ****;

(c) describe ****; and

(d) identify ****.

3.3 Monthly Review. In addition, the Parties shall hold a monthly meeting, on a date to be agreed by the Parties, with the primary purpose of ****.

ARTICLE 4
PURCHASE AND SALE OF PRODUCTS

4.1 Product Quantity. Intel shall purchase from the Joint Venture Company a percentage, equal to (a) Intel's Sharing Interest (as the same may change from time to time), of the Joint Venture Company's output of Probed Wafers that are NAND Flash Memory Wafers, and (b) Intel's Sharing Interest (as the same may change from time to time), of the Joint Venture Company's output of Probed Wafers that are Designated Technology Wafers; *provided*, *however*, that the mix of type of Probed Wafers (*i.e.*, NAND Flash Memory Wafers or Designated Technology Wafers) Intel shall purchase from the Joint Venture Company pursuant to the foregoing shall include a percentage, equal to Intel's Sharing Interest, of the Probed Wafers manufactured utilizing each Process Technology Node then in use at the Joint Venture Company. If (i) either Member delivers a **** (as defined in the LLC Operating Agreement) under Section 11.2 of the LLC Operating Agreement or (ii) Section 11.10(C) of the LLC Operating Agreement is applicable, then the **** shall be modified as appropriate to ensure the operation of Section 11.2(D)(4), Section 11.2(E)(6) and Section 11.10(C) of the LLC Operating Agreement, as applicable. The Joint Venture Company shall produce all Products in accordance with the Operating Plan, developed in response to Intel's Demand Forecast under Article 3 above. If Intel fails to include in its Demand Forecast a number of Probed Wafers consistent with the first sentence of this Section 4.1 for any particular Fiscal Month ("**Underloading**"), then the increased Prices associated with the Underloading in such Fiscal Month shall be isolated and charged solely to Intel, which Intel shall remain solely responsible for paying. Notwithstanding the foregoing, Intel may elect, but is not obligated, to purchase Probed Wafer in excess of that contemplated by the first sentence of this Section 4.1 only by mutual agreement of the Members.

4.2 Secondary Silicon. Any Secondary Silicon produced by the Joint Venture Company or its subcontractors will be provided **** by the Joint Venture Company to Intel in a percentage equal to Intel's Sharing Interest (as the same may change from time to time). ALL

SECONDARY SILICON PROVIDED HEREUNDER IS PROVIDED "**AS IS,**" "**WHERE IS**" WITH ALL FAULTS AND DEFECTS BASIS WITHOUT WARRANTY OF ANY KIND.

4.3 Placement of Purchase Orders. Prior to the commencement of every Fiscal Quarter, Intel shall place a non-cancelable blanket purchase order in writing (via e-mail or facsimile transmission) for each Probed Wafer to be supplied by the Joint Venture Company for the upcoming Fiscal Quarter during the Term (each such order, a "**Purchase Order**"), which Purchase Order shall request a quantity of Probed Wafers that is no less than the quantity set forth in the current Planning Forecast for such upcoming Fiscal Quarter.

4.4 Shortfall. The Joint Venture Company shall immediately notify Intel in writing of any inability to meet a Purchase Order commitment to Intel.

4.5 Acceptance of Purchase Order. Each Purchase Order that satisfies the requirements set forth in Sections 4.3 and 4.6, and is otherwise free of errors, shall be deemed accepted by the Joint Venture Company upon receipt and shall be binding on the Parties, to the extent not inconsistent with the Operating Plan.

4.6 Content of Purchase Orders. Each Purchase Order shall specify the following items:

(a) purchase Order number;

(b) description and part number of each different Probed Wafer;

(c) forecasted quantity of each different design id;

(d) forecasted unit Price and total forecasted Price for each different design id, and total forecasted Price for all Probed Wafers ordered; and

(e) other terms (if any).

4.7 Taxes.

(a) General. All sales, use and other transfer taxes imposed directly on or solely as a result of the supplying of Products and the payments therefor provided herein shall be stated separately on the Joint Venture Company's invoice, collected from Intel and shall be remitted by the Joint Venture Company to the appropriate tax authority ("**Recoverable Taxes**"), unless Intel provides valid proof of tax exemption prior to the effective date of the transfer of the Products or otherwise as permitted by law prior to the time the Joint Venture Company is required to pay such taxes to the appropriate tax authority. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in which collection and remittance of taxes by Intel is required by law, the Joint Venture Company shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event such taxes are Recoverable Taxes and the Joint Venture Company does not collect tax from Intel or pay such taxes to the appropriate Governmental Entity on a timely basis, and is subsequently audited by any tax authority, liability of Intel will be limited to the tax assessment for such Recoverable Taxes, with no reimbursement for penalty or interest charges or other amounts incurred in

connection therewith. Notwithstanding anything herein to the contrary, taxes other than Recoverable Taxes shall not be reimbursed by Intel, and each Party is responsible for its own respective income taxes (including franchise and other taxes based on net income or a variation thereof), taxes based upon gross revenues or receipts, and taxes with respect to general overhead, including but not limited to business and occupation taxes, and such taxes shall not be Recoverable Taxes.

(b) Withholding Taxes. In the event that Intel is prohibited by law from making payments to the Joint Venture Company unless Intel deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Intel shall duly withhold and remit such taxes and shall pay to the Joint Venture Company the remaining net amount after the taxes have been withheld. Such taxes shall not be Recoverable Taxes and Intel shall not reimburse the Joint Venture Company for the amount of such taxes withheld.

4.8 Invoicing; Payment. The Joint Venture Company shall invoice Intel on a Fiscal Monthly basis for (a) the aggregate Price of the Probed Wafers provided during the immediately preceding Fiscal Month and (b) Intel's Sharing Interest (as the same may change from time to time) of all overhead, interest, general and administrative and other costs (other than such costs that are charged to or recovered from Intel under that certain Services Agreement among IMFT, Intel and Micron dated as of September 18, 2009, as amended, including by that certain First Amendment to Services Agreement (IMFT Services to Intel) among IMFT, Intel and Micron dated as of the Effective Date). All amounts owed under this Agreement are stated, calculated and shall be paid in United States Dollars. Except as otherwise specified in this Agreement, Intel shall pay the Joint Venture Company for the amounts due, owing, and duly invoiced under this Agreement within **** days following delivery of an invoice therefor to such place as the Joint Venture Company may reasonably direct therein.

4.9 Payment to Subcontractors. The Joint Venture Company shall be responsible for and shall hold Intel harmless for any and all payments to its vendors or subcontractors utilized in the performance of this Agreement.

4.10 Title and Risk of Loss. Intel shall take title to, and assume risk of loss with respect to, the Probed Wafers that are exported from the country of manufacturing using the term **** and for Probed Wafers that are not exported from the country of manufacturing using the term ****, in each case pursuant to ****.

4.11 Packaging. All shipment packaging of the Products shall be in conformance with the Specifications, Intel's reasonable instructions, and general industry standards, and shall be resistant to damage that may occur during transportation. Marking on the packages shall be made by Joint Venture Company in accordance with Intel's reasonable instructions.

4.12 Shipment. All Products shall be prepared for shipment in a manner that: (a) follows good commercial practice; (b) is acceptable to common carriers for shipment at the lowest rate; and (c) is adequate to ensure safe arrival. The Joint Venture Company shall mark all containers with necessary lifting, handling, and shipping information, Purchase Order number, date of shipment, and the names of Intel and applicable customer. If no instructions are given, the Joint Venture Company shall select the most price effective carrier, given the time constraints

known to the Joint Venture Company. At Intel's request, the Joint Venture will provide drop-shipment of Products to Intel's customers.

4.13 Customs Clearance. Upon Intel's request, the Joint Venture Company will promptly provide Intel with a statement of origin for all Products and with applicable customs documentation for Products wholly or partially manufactured outside of the country of import.

ARTICLE 5
VISITATIONS, AUDITS.

5.1 Visits. The Joint Venture Company will support Intel's reasonable requests for visits to the Lehi Fab and meetings for the purpose of reviewing performance of production of Products, including requests for further information and assistance in troubleshooting performance issues. Such requests shall be reasonably granted by the Joint Venture Company so long as such visits and meetings do not unduly interfere with the Joint Venture Company's operations and business affairs.

5.2 Audit. Intel representatives and key customer representatives, upon Intel's request, shall be allowed to visit the Lehi Fab during normal working hours upon reasonable advanced written notice to the Joint Venture Company for the purposes of monitoring production processes and compliance with any requirements set forth in this Agreement and the Specifications. Upon completion of the audit, the Joint Venture Company and Intel will agree to an audit closure plan, to be documented in the audit report issued by Intel.

5.3 Financial Audit. Intel reserves the right to have the Joint Venture Company's books and records related to the Pricing hereunder inspected and audited not more than **** during any Fiscal Year to ensure compliance with Schedule 4.8 of this Agreement in regards to Pricing. Such audit will be performed by an independent third party auditor acceptable to both Parties at Intel's expense. Intel shall provide **** days advance written notice to the Joint Venture Company of its desire to initiate an audit and the audit shall be scheduled so that it does not adversely impact or interrupt the Joint Venture Company's business operations. If the audit reveals any material discrepancies, the Joint Venture Company or Intel shall reimburse the other, as applicable, for any material discrepancies within **** days after completion of the audit. The results of such audit shall be kept confidential by the auditor and only the discrepancies shall be reported to the Parties, and be limited to discrepancies identified by the audit. Notwithstanding the foregoing, any auditor reports shall not disclose any the Joint Venture Company pricing or terms of purchase for any purchases of materials or equipment hereunder to Intel, absent written agreement from the Members' respective legal counsel. If any audit reveals a material discrepancy, Intel may increase the frequency of such audits to **** for the subsequent **** month period.

5.4 Subcontractor; Vendor Visits. The Joint Venture Company will use commercially reasonable efforts to ensure that all contracts with vendors and subcontractors will provide the Joint Venture Company and Intel with the right to visit and audit rights similar to those set forth in this Article 5.

ARTICLE 6
WARRANTY; HAZARDOUS MATERIALS; DISCLAIMER

6.1 Product Warranty. The Joint Venture Company makes the following warranties regarding Probed Wafers furnished hereunder, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the Probed Wafers:

(a) Probed Wafers conform to all agreed Specifications;

(b) Probed Wafers are free from defects in materials or workmanship; and

(c) the Joint Venture Company has the necessary right, title, and interest to provide Probed Wafers to Intel, and the Probed Wafers will be free of liens and encumbrances, not including any implied warranty of non-infringement.

6.2 Warranty Claims. Within a period of time, not to exceed the lesser of the actual warranty period applicable to the end customer for the Product or any product that contains a Product at issue or eighteen (18) months from the date of the delivery of the Probed Wafers at issue to Intel ("**Warranty Notice Period**"), Intel shall notify the Joint Venture Company if it believes that any Probed Wafer does not meet the warranty set forth in Section 6.1. Intel shall return such Probed Wafers or the products that contain the Products from such Probed Wafers to the Joint Venture Company as directed by the Joint Venture Company. If a Probed Wafer is determined not to be in compliance with such warranty, then Intel shall be entitled to return such Probed Wafer or the products that contain the Products from such Probed Wafers and cause the Joint Venture Company to replace at the Joint Venture Company's expense or, at Intel's option, receive a credit or refund of any monies paid to the Joint Venture Company in respect of such Probed Wafers, save that such credit or refund shall in no event exceed on a per-unit basis the final price paid for the Probed Wafers under this Agreement. The basis for such refund or credit shall be the Price on a per-unit basis in the month in which the returned Probed Wafer was invoiced to Intel. THE FOREGOING REMEDY IS INTEL'S SOLE AND EXCLUSIVE REMEDY FOR THE JOINT VENTURE COMPANY'S FAILURE TO MEET ANY WARRANTY OF SECTION 6.1.

6.3 Inspections. Intel may, upon reasonable advance written notice, request samples of Products (including WIP) during production for purposes of determining compliance with the requirements and Specification(s) hereunder, provided that the provision of such samples shall not materially impact the Joint Venture Company's performance to the Operating Plan or its ability to meet delivery requirements under any accepted Purchase Order. Any samples provided hereunder shall be: (i) limited in quantity to the amount reasonably necessary for the purposes hereunder; (ii) included in the pricing; and (iii) included in any performance requirements, if any. The Joint Venture Company shall provide reasonable assistance for the safety and convenience of Intel in obtaining the samples in such manner as shall not unreasonably hinder or delay the Joint Venture Company's performance.

6.4 Hazardous Materials.

(a) If Products provided hereunder include Hazardous Materials as determined in accordance with applicable law, the Joint Venture Company represents and

warrants that the Joint Venture Company and the Joint Venture Company's employees, agents, and subcontractors actually working with such materials in providing the Products hereunder to Intel shall be trained in accordance with applicable law regarding the nature of and hazards associated with the handling, transportation, and use of such Hazardous Materials, as applicable to the Joint Venture Company.

(b) To the extent required by applicable law, the Joint Venture Company shall provide Intel with Material Safety Data Sheets (MSDS) either prior to or accompanying any delivery of Products to Intel.

6.5 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE 6, THE JOINT VENTURE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, WITH RESPECT TO THE PROBED WAFERS PROVIDED UNDER THIS AGREEMENT. THE WARRANTIES WILL NOT APPLY TO: (i) ANY WARRANTY CLAIM OR ISSUE, OR DEFECT TO THE EXTENT CAUSED BY TECHNICAL MATERIALS PROVIDED OR SPECIFIED BY, THROUGH OR ON BEHALF OF THE MEMBERS OR COMMITTEES OF MEMBERS, INCLUDING BUT NOT LIMITED TO PRODUCT DESIGNS, TECHNOLOGY AND TEST PROGRAMS; OR (ii) ANY OF THE PROBED WAFERS THAT HAVE BEEN REPAIRED OR ALTERED, EXCEPT AS AUTHORIZED BY THE JOINT VENTURE COMPANY, OR WHICH ARE SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT OR ABUSE.

ARTICLE 7
CONFIDENTIALITY; OWNERSHIP

7.1 Protection and Use of Confidential Information. All information provided, disclosed or obtained in the performance of any of the Parties' activities under this Agreement shall be subject to all applicable provisions of the Confidentiality Agreement. Furthermore, the terms and conditions of this Agreement shall be considered "**Confidential Information**" under the Confidentiality Agreement for which each Party is considered a "**Receiving Party**" under such agreement. To the extent there is a conflict between this Agreement and the Confidentiality Agreement, the terms of this Agreement shall control.

7.2 Masks. Any masks produced pursuant to this Agreement will be based on Product designs owned by Intel and shall be treated as Confidential Information of Intel.

7.3 Intellectual Property Ownership. Ownership of any intellectual property developed by the Joint Venture Company will be governed by the Technology License Agreement, Product Designs Development Agreement or the Designated Technology Joint Development Program Agreement.

ARTICLE 8
INDEMNIFICATION

8.1 Mutual General Indemnity. Subject to Article 9, each Indemnifying Party shall indemnify, defend and hold harmless the other Indemnified Parties from and against any and all Indemnified Losses based on or attributable to any Third Party Claim or threatened Third Party Claim arising under this Agreement and as a result of the negligence, gross negligence or willful misconduct of the Indemnifying Party or any of its respective officers, directors, employees, agents or subcontractors. Notwithstanding the foregoing, this Section 8.1 shall not apply to any claims or losses based on or attributable to intellectual property infringement.

8.2 Indemnification Procedures.

(a) General Procedures. Promptly after the receipt by any Indemnified Party of a notice of any Third Party Claim that an Indemnified Party seeks to be indemnified under this Agreement, such. Indemnified Party shall give written notice of such Third Party Claim to the Indemnifying Party, stating in reasonable detail the nature and basis of each allegation made in the Third Party Claim and the amount of potential Indemnified Losses with respect to each allegation, to the extent known, along with copies of the relevant documents received by the Indemnified Party evidencing the Third Party Claim and the basis for indemnification sought. Failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party from liability on account of this indemnification, except if and only to the extent that the Indemnifying Party is actually prejudiced by such failure or delay. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim. The Indemnifying Party shall have the right to assume the defense of the Indemnified Party with respect to such Third Party Claim upon written notice to the Indemnified Party delivered within thirty (30) days after receipt of the particular notice from the Indemnified Party. So long as the Indemnifying Party has assumed the defense of the Third Party Claim in accordance herewith and notified the Indemnified Party in writing thereof; (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, it being understood that the Indemnifying Party shall pay all reasonable costs and expenses of counsel for the Indemnified Party after such time as the Indemnified Party has notified the Indemnifying Party of such Third Party Claim and prior to such time as the Indemnifying Party has notified the Indemnified Party that it has assumed the defense of such Third Party Claim, (ii) the Indemnified Party shall not file any papers or, other than in connection with a settlement of the Third Party Claim, consent to the entry of any judgment without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed) and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim (other than a judgment or settlement that is solely for money damages and is accompanied by a release of all indemnifiable claims against the Indemnified Party) without the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed). Whether or not the Indemnifying Party shall have assumed the defense of the Indemnified Party for a Third Party Claim, such Indemnifying Party shall not be obligated to indemnify and hold harmless the Indemnified Party hereunder for any consent to the entry of judgment or settlement entered into with respect to such Third Party Claim without the Indemnifying Party's prior

written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Equitable Remedies. In the case of any Third Party Claim where the Indemnifying Party reasonably believes that it would be appropriate to settle such Third Party Claim using equitable remedies (i.e., remedies involving the future activity and conduct of the Joint Venture Company), the Indemnifying Party and the Indemnified Party shall work together in good faith to agree to a settlement; provided, however, that no Party shall be under any obligation to agree to any such settlement.

(c) Treatment of Indemnification Payments; Insurance Recoveries. Any indemnity payment under this Agreement shall be decreased by any amounts actually recovered by the Indemnified Party under third party insurance policies with respect to such Indemnified Losses (net of any premiums paid by such Indemnified Party under the relevant insurance policy), each Party agreeing (i) to use all reasonable efforts to recover all available insurance proceeds and (ii) to the extent that any indemnity payment under this Agreement has been paid by the Indemnifying Party to the Indemnified Party prior to the recovery by the Indemnified Party of such insurance proceeds, the amount of such insurance proceeds actually recovered by the Indemnified Party shall be promptly paid to the Indemnifying Party.

(d) Certain Additional Procedures. The Indemnified Party shall cooperate and assist the Indemnifying Party in determining the validity of any Third Party Claim for indemnity by the Indemnified Party and in otherwise resolving such matters. The Indemnified Party shall cooperate in the defense by the Indemnifying Party of each Third Party Claim (and the Indemnified Party and the Indemnifying Party agree with respect to all such Third Party Claims that a common interest privilege agreement exists between them), including, (i) permitting the Indemnifying Party to discuss the Third Party Claim with such officers, employees, consultants and representatives of the Indemnified Party as the Indemnifying Party reasonably requests, (ii) providing to the Indemnifying Party copies of documents and samples of products as the Indemnifying Party reasonably requests in connection with defending such Third Party Claim, (iii) preserving all properties, books, records, papers, documents, plans, drawings, electronic mail and databases of the Joint Venture Company and relating to matters pertinent to the conduct of the Joint Venture Company under the Indemnified Party's custody or control in accordance with such Party's corporate documents retention policies, or longer to the extent reasonably requested by the Indemnifying Party, (iv) notifying the Indemnifying Party promptly of receipt by the Indemnified Party of any subpoena or other third party request for documents or interviews and testimony, (v) providing to the Indemnifying Party copies of any documents produced by the Indemnified Party in response to or compliance with any subpoena or other third party request for documents; and (vi) except to the extent inconsistent with the Indemnified Party's obligations under applicable law and except to the extent that to do so would subject the Indemnified Party or its employees, agents or representatives to criminal or civil sanctions, unless ordered by a court to do otherwise, not producing documents to a third party until the Indemnifying Party has been provided a reasonable opportunity to review, copy and assert privileges covering such documents.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 Damages Limitation. SUBJECT TO SECTION 9.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 THE PARTIES AGREE THAT TO THE EXTENT A CLAIM ARISES UNDER THIS AGREEMENT, THE CLAIM SHALL BE BROUGHT UNDER THIS AGREEMENT.

9.3 Damages Cap. SUBJECT TO SECTION 9.4, IF EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER ARISING FROM THIS AGREEMENT, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM AN ACT OR OMISSION, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE LIABLE PARTY WITH RESPECT TO ANY BREACH, PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION HEREUNDER WILL NOT EXCEED THE LESSER OF THE ACTUAL DAMAGES ALLOWED HEREUNDER; OR (i) IN THE CASE OF THE JOINT VENTURE COMPANY BRINGING A CLAIM, TEN MILLION DOLLARS ($10,000,000) PER CLAIM OR SERIES OF RELATED CLAIMS ARISING FROM THE SAME CAUSE; OR (ii) IN THE CASE OF INTEL BRINGING A CLAIM: (a) RELATING TO PROBED WAFERS THAT ARE NOT UNIQUE PRODUCTS SOLD BY THE JOINT VENTURE COMPANY TO BOTH MEMBERS, TEN MILLION DOLLARS ($10,000,000) PER CLAIM OR SERIES OF RELATED CLAIMS ARISING FROM THE SAME CAUSE; OR (b) RELATING TO UNIQUE PRODUCTS, THE AMOUNT OF DAMAGES, IF ANY, ACTUALLY RECOVERED BY THE JOINT VENTURE COMPANY FROM ANY THIRD PARTY RELATING TO INTEL'S CLAIM OR SERIES OF RELATED CLAIMS ARISING FROM THE SAME CAUSE.

9.4 Exclusions and Mitigation. Sections 9.1 and 9.3 will not apply to either Party's breach of Article 7. Section 9.3 will not apply to Intel's failure to meet either an Underloading charge under Section 4.1 or a payment obligation which is due and payable under this Agreement. Each Party shall have a duty to use commercially reasonable efforts to mitigate damages for which the other Party is responsible.

9.5 Losses. Except as provided under Section 8.1, the Joint Venture Company and Intel each shall be responsible for Losses to their respective tangible personal or real property (whether owned or leased), and each Party agrees to look only to their own insurance arrangements with respect to such damages. The Joint Venture Company and Intel waive all rights to recover against each other, including each Party's insurers' subrogation rights, if any, for any loss or damage to their respective tangible personal property or real property (whether owned or leased) from any cause covered by insurance maintained by each of them, including

their respective deductibles or self-insured retentions. Notwithstanding the foregoing, in the event of a loss hereunder involving a property, transit or crime event or occurrence that: (i) is insured under Intel's insurance policies; (ii) a single insurance deductible applies; and (iii) the loss event or occurrence affects the insured ownership or insured legal interests of both Parties, then the Parties shall share the cost of the deductible in proportion to each Party's insured ownership or legal interests in relative proportion to the total insured ownership or legal interests of the Parties.

ARTICLE 10
TERM AND TERMINATION;

10.1 Term. The term of this Agreement commenced on January 6, 2006 and continues in effect until the first to occur of (a) the Liquidation Date, (b) a Minority Closing, (c) an Intel Put Option Closing, and (d) a Micron Call Option Closing, unless terminated sooner solely by mutual agreement (such period of time, the "**Term**").

10.2 Termination. This Agreement may not be terminated for any reason, including breach by a Party, before termination pursuant to Section 10.1.

10.3 Masks. On the Liquidation Date, the Joint Venture Company shall immediately transfer possession of production masks possessed by it to Intel, unless Micron acquires the Joint Venture Company's assets pursuant to Section 14.3 of the LLC Operating Agreement.

10.4 Survival. Termination of this Agreement shall not affect any of the Parties' respective rights accrued or obligations owed before termination, including any rights or obligations of the Parties in respect of any accepted Purchase Orders existing at the time of termination. In addition, the following shall survive termination of this Agreement for any reason: Sections 2.12, 6.2 and 6.5, and Articles 4 (other than Sections 4.1 and 4.2), 7, 8, 9, 10 and 11.

ARTICLE 11
MISCELLANEOUS

11.1 Force Majeure Events. The Parties shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for the period of time during which the Force Majeure Event renders performance impossible or infeasible and only if the Party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the other Party specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, "**Force Majeure Event**" means the occurrence of an event or circumstance beyond the reasonable control of the party failing to perform, including, without limitation, (a) explosions, fires, flood, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) acts of federal, state, local or foreign governmental authorities or courts; (d) labor disputes, lockouts, strikes or other industrial action, whether direct

or indirect and whether lawful or unlawful; (e) failures or fluctuations in electrical power or telecommunications service or equipment; and (f) delays caused by the other Party's nonperformance hereunder.

11.2 Specific Performance. The Parties agree that irreparable damage will result if this Agreement is not performed in accordance with its terms, and the Parties agree that any damages available at law for a breach of this Agreement would not be an adequate remedy. Therefore, the provisions hereof and the obligations of the Parties hereunder shall be enforceable in a court of equity, or other tribunal with jurisdiction, by a decree of specific performance, and appropriate preliminary or permanent injunctive relief may be applied for and granted in connection therewith. Such remedies and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that a Party may have under this Agreement.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party hereto. Neither this Agreement nor any right or obligation hereunder may be assigned or delegated by either Party in whole or in part to any other Person, other than a Wholly-Owned Subsidiary of such Party, without the prior written consent of the non-assigning Party. Any purported assignment in violation of the provisions of this Section shall be null and void and have no effect.

11.4 Compliance with Laws and Regulations. Each of the Parties shall comply with, and shall use reasonable efforts to require that its respective subcontractors comply with, Applicable Laws relating to this Agreement and the performance of a Party's rights hereunder.

11.5 Notice. All notices and other communications hereunder shall be in writing and shall be deemed given upon (a) transmitter's confirmation of a receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, (c) the expiration of five (5) Business Days after the day when mailed in the United States by certified or registered mail, postage prepaid, or (d) delivery in person, addressed at the following addresses (or at such other address for a party as shall be specified by like notice):

In the case of the IM Flash Technologies, LLC:

****
****
Attention: ********
Facsimile Number: ********

With a mandatory copy to:

Micron Technology, Inc.
****
****
Attention: ********
Facsimile Number: ********

In the case of Intel:

Intel Corporation
****
****
Attention: ****
Facsimile Number: ****

Either Party may change its address for notices upon giving ten (10) days written notice of such change to the other Party in the manner provided above.

11.6 Waiver. The failure at any time of a Party to require performance by the other Party of any responsibility or obligation required by this Agreement shall in no way affect a Party's right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision of this Agreement by the other Party constitute a waiver of any other breach of the same or any other provision nor constitute a waiver of the responsibility or obligation itself.

11.7 Severability. Should any provision of this Agreement be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but this Agreement shall remain in full force in all other respects. Should any provision of this Agreement be or become ineffective because of changes in Applicable Laws or interpretations thereof, or should this Agreement fail to include a provision that is required as a matter of law, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the Parties hereto shall negotiate in good faith appropriate modifications to this Agreement to reflect those changes that are required by Applicable Law.

11.8 Third Party Rights. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any Person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

11.9 Amendment. This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to this Agreement.

11.10 Entire Agreement. This Agreement and the applicable provisions of the Confidentiality Agreement and the **** Agreement, which are incorporated herein and made a part hereof, together with the Exhibits and Schedules hereto and the agreements and instruments expressly provided for herein, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

11.11 Choice of Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

11.12 Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Delaware and each of the Parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

11.13 Headings. The headings of the Articles and Sections in this Agreement are provided for convenience of reference only and shall not be deemed to constitute a part hereof.

11.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.15 Insurance. Without limiting or qualifying the Joint Venture Company's liabilities, obligations, or indemnities otherwise assumed by the Joint Venture Company pursuant to this Agreement, the Joint Venture Company shall maintain with companies acceptable to Intel:

(a) Commercial General Liability with limits of liability not less than **** per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to The Joint Venture Company's business and (2) arising out of The Joint Venture Company's products, Services, or work. The Joint Venture Company's insurance shall be primary with respect to liabilities assumed by The Joint Venture Company in this Agreement to the extent such liabilities are the subject of The Joint Venture Company's insurance, and any applicable insurance maintained by Intel shall be excess and non-contributing. The above coverage shall name Intel as additional insured as respects The Joint Venture Company's work or services provided to or on behalf of Intel.

(b) Automobile Liability Insurance with limits of liability not less than **** per accident for bodily injury or property damage.

(c) Statutory Workers' Compensation coverage, including a Broad Form All States Endorsement in the amount required by law, and Employers' Liability Insurance in the amount of **** per occurrence. Such insurance shall include mutual insurer's waiver of subrogation.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the Parties hereto as of the Effective Date.

INTEL CORPORATION

By: /s/ Brian Krzanich

Brian Krzanich
Senior Vice President, Chief Operating Officer

IM FLASH TECHNOLOGIES, LLC

By: /s/ Rodney Morgan

Rodney Morgan
Co-Executive Officer

By: /s/ Keyvan Esfarjani

Keyvan Esfarjani
Co-Executive Officer

THIS IS THE SIGNATURE PAGE FOR THE
AMENDED AND RESTATED SUPPLY AGREEMENT
ENTERED INTO BY AND BETWEEN
INTEL CORPORATION AND IM FLASH TECHNOLOGIES, LLC

EXHIBIT A
DEFINITIONS

"**Affiliate**" means, with respect to any specified Person, a Person that directly or indirectly, including through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"**Agreement**" shall have the meaning set forth in the preamble to this Agreement.

"**Applicable Law**" means any applicable laws, statutes, rules, regulations, ordinances, orders, codes, arbitration awards, judgments, decrees or other legal requirements of any Governmental Entity.

"**Approved Business Plan**" shall have the meaning set forth in the LLC Operating Agreement.

"**Business Continuity Plan**" shall have the meaning set forth in Section 2.10.

"**Business Day**" means a day that is not a Saturday, Sunday or other day on which commercial banking institutions in the State of New York are authorized or required by Applicable Law to be closed.

"**Capacity**" means the rate of output (defined in terms of units per time period), at a particular point in time, at which the Lehi Fab (or a third party on the Joint Venture Company's behalf) is capable of producing such units.

"**Confidential Information**" shall have the meaning set forth in Section 7.1.

"**Confidentiality Agreement**" means that certain Second Amended and Restated Mutual Confidentiality Agreement by and among the Joint Venture Company, Intel, Micron, Intel Technology Asia Pte Ltd, Micron Semiconductor Asia Pte. Ltd., and IM Flash Singapore, LLC, dated as of the Effective Date, as amended**.**

"**Cycle-Time**" means the time required to process a unit through the manufacturing process.

"**Demand Forecast**" shall have the meaning set forth in Section 3.1(a).

"**Designated Technology Devices**" shall have the meaning set forth in the Designated Technology Joint Development Program Agreement.

"**Designated Technology Joint Development Program Agreement**" means that certain Designated Technology Joint Development Program Agreement by and between Intel and Micron dated as of February 27, 2012, as amended.

"**Designated Technology Products**" means any Designated Technology Wafer or Designated Technology Device.

"**Designated Technology Wafer**" means a Prime Wafer that has been processed to the point of containing Designated Technology Devices organized in multiple semiconductor die and that has undergone Probe Testing, but before singulation of said die into individual semiconductor die.

"**Effective Date**" shall have the meaning set forth in the preamble to this Agreement.

"**Excursion**" means an occurrence during production that is outside normal historical behavior as established by both Parties in writing in the applicable Specifications which may impact performance, Quality and Reliability, or customer delivery commitments for Probed Wafers.

"**Fiscal Quarter**" means any of the four financial accounting quarters within the Joint Venture Company's Fiscal Year.

"**Fiscal Month**" means any of the twelve financial accounting months within the Joint Venture Company's Fiscal Year.

"**Fiscal Year**" means the fiscal year of the Joint Venture Company for financial accounting purposes.

"**Flash Memory Integrated Circuit**" means a non-volatile memory integrated circuit that contains memory cells that are electrically programmable and electrically erasable whereby the memory cells consist of one or more transistors that have a floating gate, charge-trapping regions or any other functionally equivalent structure utilizing one or more different charge levels (including binary or multi-level cell structures) with or without any on-chip control, I/O and other support circuitry.

"**Force Majeure Event**" shall have the meaning set forth in Section 11.1.

"**GAAP**" means United States generally accepted accounting principles as in effect from time to time.

"**Governmental Entity**" means any governmental authority or entity, including any agency, board, bureau, commission, court, department, subdivision or instrumentality thereof, or any arbitrator or arbitration panel.

"**Hazardous Materials**" means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations and standards.

"**Indemnified Party**" shall mean any of the following to the extent entitled to seek indemnification under this Agreement: Intel, the Joint Venture Company, and their respective Affiliates, officers, directors, employees, agents, assigns and successors.

"**Indemnified Losses**" shall mean all direct, out-of-pocket liabilities; damages, losses, costs and expenses of any nature incurred by an Indemnified Party, including reasonable attorneys' fees and consultants' fees, and all damages, fines, penalties and judgments awarded or

entered against an Indemnified Party, but specifically excluding any special, consequential or other types of indirect damages.

"**Indemnifying Party**" shall mean the Party owing a duty of indemnification to an Indemnified Party with respect to a particular Third Party Claim.

"**Intel**" shall have the meaning set forth in the preamble to this Agreement.

"**Intel Put Option Closing**" shall have the meaning set forth in the LLC Operating Agreement.

"**Joint Development Program Agreements**" means the NAND Joint Development Program Agreement and the Designated Technology Joint Development Program Agreement.

"**Joint Venture Company**" shall have the meaning set forth in the preamble to this Agreement.

"**Joint Venture Documents**" shall have the meaning set forth in the Master Agreement.

"**Lehi Fab**" shall have the meaning set forth in the LLC Operating Agreement.

"**LLC Operating Agreement**" means that Second Amended and Restated Limited Liability Company Operating Agreement of IM Flash Technologies, LLC between, Intel and Micron dated as of the Effective Date, as amended.

"**Liquidation Date**" shall have the meaning set forth in the LLC Operating Agreement.

"**Losses**" shall mean, collectively, any and all insurable liabilities, damages, losses, costs and expenses (including reasonable attorneys' and consultants' fees and expenses).

"**Manufacturing Committee**" shall have the meaning set forth in the LLC Operating Agreement.

"**Master Agreement**" shall mean that certain 2012 Master Agreement, dated as of February 27, 2012, by and among Intel, Intel Technology Asia Pte Ltd, Micron, Micron Semiconductor Asia Pte. Ltd., the Joint Venture Company, and IM Flash Singapore, LLP, as amended.

"**Members**" means Micron and Intel.

"**Micron**" means Micron Technology, Inc., a Delaware Corporation.

"**Micron Call Option Closing**" shall have the meaning set forth in the LLC Operating Agreement.

"**Minority Closing**" shall have the meaning set forth in the LLC Operating Agreement.

"**Modified GAAP**" means GAAP, except that: (i) stock-related expenses (including stock options, restricted stock, stock appreciation rights, restricted stock units, stock purchase

programs or any award based on equity of the Members) associated with the seconded individuals to the Joint Venture Company will not be recorded or disclosed in the financial statements of the Joint Venture Company; and (ii) the value of any asset contributed or otherwise transferred to the Joint Venture Company from the Members shall be the value as agreed upon by the Members at the time of the contribution or transfer, as applicable, and, if such asset is to be depreciated or amortized under GAAP, the useful life and method of depreciation or amortization for such assets shall be determined by applying the accounting policies used by the Joint Venture Company for like assets. The value of the Lehi Property (as defined in the LLC Operating Agreement) shall be Two Hundred Twenty Million ($220,000,000).

"**NAND Flash Memory Die**" means a discrete integrated circuit die, wherein such die includes at least one NAND Flash Memory Integrated Circuit and such die is designed, developed, marketed and used primarily as a non-volatile memory die.

"**NAND Flash Memory Integrated Circuit**" means a Flash Memory Integrated Circuit, in the memory cells included in the Flash Memory Integrated Circuit are arranged in groups of serially connected memory cells (each such group of serially connected memory cells called a "**string**") in which the drain of each memory cell of a string (other than the first memory cell in the string) is connected in series to the source of another memory cell in such string, the gate of each memory cell in such string is directly accessible, and the drain of the uppermost bit of such string is coupled to the bitline of the memory array.

"**NAND Flash Memory Product**" means any NAND Flash Memory Wafer or NAND Flash Memory Die.

"**NAND Flash Memory Wafer**" means a Prime Wafer that has been processed to the point of containing NAND Flash Memory Integrated Circuits organized in multiple semiconductor die and that has undergone Probe Testing, but before singulation of said die into individual semiconductor die.

"**NAND Joint Development Program Agreement**" means that certain Amended and Restated Joint Development Program Agreement by and between Intel and Micron dated as of the Effective Date, as amended.

"****** Agreement**" means that ******** among the Joint Venture Company, Micron and Intel, dated June 20, 2011, as amended.

"**Operating Plan**" shall have the meaning set forth in the LLC Operating Agreement.

"**Original Supply Agreement**" shall have the meaning set forth in the Recitals to this Agreement.

"**Party**" and "**Parties**" shall have the meaning set forth in the Recitals to this Agreement.

"**Performance Criteria**" means ********.

"**Person**" means any natural person and any corporation, firm, partnership, trust, estate, limited liability company, or other entity resulting from any form of association.

"**Planning Forecast**" shall have the meaning set forth in Section 3.1(b).

"**Price**" or "**Pricing**" means the calculation set forth on Schedule 4.8.

"**Prime Wafer**" means the raw silicon wafers required, on a product-by-product basis, to manufacture Probed Wafers.

"**Probe Testing**" means testing, using a wafer test program as set forth in the applicable Specifications, of a wafer that has completed all processing steps deemed necessary to complete the creation of the desired NAND Flash Memory Integrated Circuits or Designated Technology Devices, the purpose of which test is to determine how many and which of the die meet the applicable criteria for such die set forth in the Specifications.

"**Probed Wafer**" means a Prime Wafer that has been processed to the point of containing either NAND Flash Memory Integrated Circuits or Designated Technology Devices organized in multiple semiconductor die (but before singulation of said die into individual semiconductor dice) and that has undergone Probe Testing and any other mutually agreed upon special processing or handling, and has a functional die yield greater than ******** percent (********%).

"**Process Technology Node**" means a process with a known feature size or number of tiers or decks that is differentiated from another or others that have a different feature size or number of tiers or decks that yields at least a ******** percent (********%) difference in ******** relative to each other. For clarity, a difference in the number of ******** shall not be considered a different process node for purposes of this definition of "Process Technology Node."

"**Product Designs Development Agreement**" means that certain Amended and Restated Product Designs Development Agreement by and between Micron and Intel dated as of the Effective Date, as amended.

"**Products**" means a NAND Flash Memory Product or a Designated Technology Product.

"**Proposed Loading Plan**" shall have the meaning set forth in Section 3.1(c).

"**Purchase Order**" shall have the meaning set forth in Section 4.3.

"**Quality and Reliability**" means building and sustaining relationships which assess, anticipate, and fulfill the quality and reliability standards as set forth in the Specification or Operating Plan for Probed Wafers.

"**Receiving Party**" shall have the meaning set forth in Section 7.1.

"**Recoverable Taxes**" shall have the meaning set forth in Section 4.7(a).

"**Secondary Silicon**" shall mean a Prime Wafer that has been processed to the point of containing either NAND Flash Memory Integrated Circuits or Designated Technology Devices organized in multiple semiconductor die and that has undergone Probe Testing that would otherwise constitute a Probed Wafer but for failure to achieve the Specifications or the minimum die yield.

"**Sharing Interest**" shall have the meaning set forth in the LLC Operating Agreement.

"**Specifications**" means those specifications used to describe, characterize, and define the quality and performance of NAND Flash Memory Integrated Circuits or Designated Technology Devices at Probe Testing, as such specifications may be determined from time to time by the Joint Venture Company.

"**Technology License Agreement**" means that certain Amended and Restated Technology License Agreement by and between Intel, Micron and the Joint Venture Company dated as of the Effective Date, as amended.

"**Term**" shall have the meaning set forth in Section 10.1

"**Third Party Claim**" shall mean any claim, demand, action, suit or proceeding, and any actual or threatened lawsuit, complaint, cross-complaint or counter-complaint, arbitration or other legal or arbitral proceeding of any nature, brought in any court, tribunal or judicial forum anywhere in the world, regardless of the manner in which such proceeding is captioned or styled, by any Person other than Intel, the Joint Venture Company and Affiliates of the foregoing, against an Indemnified Party, in each case alleging entitlement to any Indemnified Losses for which such Indemnified Party is entitled to indemnification pursuant to this Agreement.

"**Underloading**" shall have the meaning set forth in Section 4.1.

"**Unique Products**" shall have the meaning set forth in the LLC Operating Agreement.

"**Wafer Start**" shall mean the initiation of manufacturing services with respect to a Prime Wafer.

"**Warranty Notice Period**" shall have the meaning set forth in Section 6.2.

"**Wholly-Owned Subsidiary**" shall have the meaning set forth in the LLC Operating Agreement.

"**WIP**" means work in process, including prime and secondary wafers.

"**Yield**" means anticipated output of Probed Wafer from WIP at a particular point in time, including line yield and die yield.

SCHEDULE 4.8

PRICE

********.

EXHIBIT 10.111

CONFIDENTIAL TREATMENT:

MICRON TECHNOLOGY, INC. HAS REQUESTED THAT THE OMITTED PORTIONS OF THIS DOCUMENT, WHICH ARE INDICATED BY ASTERISKS, BE AFFORDED CONFIDENTIAL TREATMENT PURSUANT TO RULE 24b-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. MICRON TECHNOLOGY, INC. HAS SEPARATELY FILED THE OMITTED PORTIONS OF THE DOCUMENT WITH THE SECURITIES AND EXCHANGE COMMISSION.

AMENDED AND RESTATED SUPPLY AGREEMENT

This AMENDED AND RESTATED SUPPLY AGREEMENT (the "**Agreement**"), is made and entered into as of this 6th day of April, 2012 (the "**Effective Date**"), by and between Micron Technology, Inc., a Delaware corporation ("**Micron**"), and IM Flash Technologies, LLC, a Delaware limited liability company (the "**Joint Venture Company**").

RECITALS

A. Micron and the Joint Venture Company (each, a "**Party**" and, collectively, the "**Parties**") previously entered into that certain Supply Agreement, dated January 6, 2006 (the "**Original Supply Agreement**"), pursuant to which the Joint Venture Company manufactured NAND Flash Memory Products for Micron.

B. The Parties desire to amend and restate the Original Supply Agreement to, among other things, provide for the manufacture of Designated Technology Wafers by the Joint Venture Company for Micron.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound do hereby agree as follows.

ARTICLE 1
DEFINITIONS; CERTAIN INTERPRETIVE MATTERS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A.

1.2 Certain Interpretive Matters.

(a) Unless the context requires otherwise, (i) all references to Sections, Articles, Exhibits or Schedules are to Sections, Articles, Exhibits or Schedules of or to this Agreement, (ii) each of the Schedules will apply only to the corresponding Section or subsection of this Agreement, (iii) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with Modified GAAP, (iv) words in the singular include the plural and vice versa, (v) the term "including" means "including without limitation," and (vi) the terms "herein," "hereof," "hereunder" and words of similar import shall mean

references to this Agreement as a whole and not to any individual Section or portion hereof. All references to $ or dollar amounts will be to lawful currency of the United States of America. All references to "day" or "days" will mean calendar days and all references to "quarter(ly)", "month(ly)" or "year(ly)" will mean Fiscal Quarter, Fiscal Month or Fiscal Year, respectively.

(b) No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or such provision.

ARTICLE 2
OBLIGATIONS OF THE JOINT VENTURE COMPANY; PROCESSES AND CONTROLS

2.1 General Obligations. The Joint Venture Company will (a) supply Product to Micron in accordance with the purchasing process set forth in Article 4 hereof; (b) develop the Lehi Fab and operations to meet Capacity according to the effective Approved Business Plan, the Operating Plan and the obligations set forth herein, including Sections 2.2, 2.5 and 2.9; and (c) supply Probed Wafers which meet the Specification(s), Price, Yield, Cycle-Time, and Quality and Reliability as agreed by the Parties.

2.2 Products to Supply. The Joint Venture Company will manufacture Products for Micron in accordance with the Operating Plan and applicable Specifications, developed in response to Micron's Demand Forecast provided to the Joint Venture Company in accordance with Article 3 below.

2.3 Process and Design Information. Micron agrees to provide to the Joint Venture Company: (a) such process technology or information as is required to be disclosed under the Joint Development Program Agreements and the Technology License Agreement; and (b) design information reasonably required to manufacture NAND Flash Memory Wafers and Designated Technology Wafers.

2.4 Control; Processes. The Joint Venture Company and Micron will review the Joint Venture Company's control and process mechanisms, including but not limited to such mechanisms that are utilized to ensure that all parameters of the Specification, including the Performance Criteria, are met or exceeded in the Joint Venture Company's manufacture of Probed Wafers by either the Joint Venture Company or its approved subcontractor for Micron. The Parties agree to work together in good faith to define mutually agreeable control and process mechanisms including the following: ********.

2.5 Equipment, Systems, Materials. Except as provided in other Joint Venture Documents, the Joint Venture Company shall be responsible for procuring all manufacturing equipment, tools, automated material handling systems therein and materials, including Prime Wafers, which are reasonably required for the Joint Venture Company to achieve the Operating Plan. The Joint Venture Company shall endeavor to manage the entire supply chain, including equipment, materials, systems, maintenance and subcontractors and vendors, to create efficiency and maximize the Performance Criteria.

2.6 Production Masks. Unless otherwise agreed with Micron, the Joint Venture Company or its subcontractors will be responsible to obtain, maintain, repair and replace masks used in the production of Products. Such masks will only be used in the production of Products for Micron. Production masks will be repaired and replaced solely at mask operations which have been approved by Micron, which approval shall not be unreasonably withheld. The Joint Venture Company or its subcontractors will retain possession, but not ownership of any underlying copyrights, maskworks, or other intellectual property, of any physical production masks which the Joint Venture Company has made under this Section 2.6.

2.7 Designation of WIP. The Joint Venture Company will designate the WIP (other than WIP for Unique Products of Micron) for Micron immediately prior to Probe Testing. Unique Product of Micron, if any, must be designated for Micron from Wafer Start at the Lehi Fab or the Joint Venture Company's subcontractor's facilities.

2.8 Subcontractors. The Joint Venture Company may utilize subcontractors to perform any portion of the manufacture process in making Products for Micron, subject to all subcontractors being approved by the Members, which approval shall not be unreasonably withheld. The Joint Venture Company will ensure that all contracts with subcontractors will provide the Joint Venture Company with the same level of access and controls as set forth in the Agreement, including Sections 2.4, 2.9, 2.10, 2.11, 2.12 and Article 5.

2.9 Staffing. The Joint Venture Company shall adequately staff the Lehi Fab and ensure that its subcontractors adequately staff their facilities to sustain and manage production of Product for Micron, including the obligations set forth in Section 2.1 and meeting scheduled commitments, including the Operating Plan and the Performance Criteria.

2.10 Business Continuity Plan. The Joint Venture Company will develop a process (a "**Business Continuity Plan**") to recover the production process in the event of a natural disaster or any other event that disrupts the production process or the ability of the Joint Venture Company to meet its delivery commitments to Micron or satisfy customer orders. If requested by Micron, the Joint Venture Company will review its Business Continuity Plan with Micron, subject to any confidentiality requirements, and make changes as agreed with the Members.

2.11 ********. In addition to the quarterly review and monthly report requirements set forth in Sections 3.2 and 3.3, the Joint Venture Company will promptly notify Micron of ********.

2.12 Traceability and Data Retention. Micron and the Joint Venture Company shall review the Joint Venture Company's process traceability system ********. The Joint Venture Company agrees to maintain such data for a minimum of ******** years. The Joint Venture Company will endeavor to provide Micron ********.

2.13 Additional Customer Requirements. Micron will inform the Joint Venture Company in writing of any auditable supplier requirements of Micron's customers. The Parties will work together in good faith to resolve such requests.

2.14 Transfer; Equivalency of Operations. Micron will cooperate in good faith with the Joint Venture Company to transfer Micron's technology to the Joint Venture Company, if such technology transfer is required under the Joint Venture Documents. The Joint Venture Company

will establish similar baseline Product performance standards, including form, fit and function, at the Lehi Fab and subcontracted facilities. Such efforts will include the provision of up to date equivalent materials (including correlation wafers), data and information.

ARTICLE 3
PLANNING MEETINGS AND FORECASTS; PERFORMANCE REVIEWS AND REPORTS

3.1 Planning and Forecasting.

(a) During each Fiscal Month during the Term, Micron will provide the Joint Venture Company with a written demand forecast of its Probed Wafer needs for the current Fiscal Quarter plus the next **** Fiscal Quarters (the "**Demand Forecast**"). This demand will include desired Probed Wafer breakout by design id and Process Technology Node. In addition, the Demand Forecast will include the level of Probe Testing, marking specification, requested delivery date and place of delivery for the Probed Wafers, which information will be updated by Micron on a weekly basis as necessary.

(b) Within a commercially reasonable period of time (or within a time period mutually agreed by the Parties from time-to-time) following the Joint Venture Company's actual, direct receipt of each Demand Forecast, the Joint Venture Company shall furnish Micron with a written response regarding capacity and indicating what portion or mix of the demand that the Joint Venture Company will commit to supply. This written response (the "**Planning Forecast**") will include:

(i) ****;

(ii) ****; and

(iii) ****.

(c) Based on the Planning Forecast, the Joint Venture Company shall develop a proposed Product loading plan for the current Fiscal Quarter plus the next **** Fiscal Quarters ("**Proposed Loading Plan**"). The Joint Venture Company shall provide Micron with the Proposed Loading Plan at least **** Business Days prior to its review by the Manufacturing Committee.

(d) The Joint Venture Company will submit the Planning Forecast, Proposed Loading Plan and other requested information to the Manufacturing Committee for endorsement. Once endorsed by the Manufacturing Committee, the Proposed Loading Plan shall become part of the Operating Plan. If the Manufacturing Committee fails to approve a specific Loading Plan, then, subject to Section 11.4 of the LLC Operating Agreement, Micron may designate the loading at the Lehi Fab sufficient to satisfy its purchase obligation set forth in the first sentence of Section 4.1.

(e) ****, in coordination with the Joint Venture Company's **** business plan, Micron will provide the Joint Venture Company with a forecast of its demand for Probed Wafers for the next **** quarters. The Joint Venture Company will provide feedback on those

forecast within a commercially reasonable period of time (or within a time period mutually agreed by the Parties from time-to-time) following the Joint Venture Company's **** business plan is approved.

3.2 Performance Reviews and Reports. The Joint Venture Company shall meet with Micron each quarter to discuss the Performance Criteria and the most recent monthly report. The monthly report will be distributed to Micron monthly, on a date to be agreed by the Parties, and will:

(a) describe ****;

(b) describe ****;

(c) describe ****; and

(d) identify ****.

3.3 Monthly Review. In addition, the Parties shall hold a monthly meeting, on a date to be agreed by the Parties, with the primary purpose of ****.

ARTICLE 4
PURCHASE AND SALE OF PRODUCTS

4.1 Product Quantity. Micron shall purchase from the Joint Venture Company a percentage, equal to (a) Micron's Sharing Interest (as the same may change from time to time), of the Joint Venture Company's output of Probed Wafers that are NAND Flash Memory Wafers, and (b) Micron's Sharing Interest (as the same may change from time to time), of the Joint Venture Company's output of Probed Wafers that are Designated Technology Wafers; *provided*, *however*, that the mix of type of Probed Wafers (*i.e.*, NAND Flash Memory Wafers or Designated Technology Wafers) Micron shall purchase from the Joint Venture Company pursuant to the foregoing shall include a percentage, equal to Micron's Sharing Interest, of the Probed Wafers manufactured utilizing each Process Technology Node then in use at the Joint Venture Company. If (i) either Member delivers a **** (as defined in the LLC Operating Agreement) under Section 11.2 of the LLC Operating Agreement or (ii) Section 11.10(C) of the LLC Operating Agreement is applicable, then the **** shall be modified as appropriate to ensure the operation of Section 11.2(D)(4), Section 11.2(E)(6) and Section 11.10(C) of the LLC Operating Agreement, as applicable. The Joint Venture Company shall produce all Products in accordance with the Operating Plan, developed in response to Micron's Demand Forecast under Article 3 above. If Micron fails to include in its Demand Forecast a number of Probed Wafers consistent with the first sentence of this Section 4.1 for any particular Fiscal Month ("**Underloading**"), then the increased Prices associated with the Underloading in such Fiscal Month shall be isolated and charged solely to Micron, which Micron shall remain solely responsible for paying. Notwithstanding the foregoing, Micron may elect, but is not obligated, to purchase Probed Wafer in excess of that contemplated by the first sentence of this Section 4.1 only by mutual agreement of the Members.

4.2 Secondary Silicon. Any Secondary Silicon produced by the Joint Venture Company or its subcontractors will be provided **** by the Joint Venture Company to Micron in

a percentage equal to Micron's Sharing Interest (as the same may change from time to time). ALL SECONDARY SILICON PROVIDED HEREUNDER IS PROVIDED "**AS IS,**" "**WHERE IS**" WITH ALL FAULTS AND DEFECTS BASIS WITHOUT WARRANTY OF ANY KIND.

4.3 Placement of Purchase Orders. Prior to the commencement of every Fiscal Quarter, Micron shall place a non-cancelable blanket purchase order in writing (via e-mail or facsimile transmission) for each Probed Wafer to be supplied by the Joint Venture Company for the upcoming Fiscal Quarter during the Term (each such order, a "**Purchase Order**"), which Purchase Order shall request a quantity of Probed Wafers that is no less than the quantity set forth in the current Planning Forecast for such upcoming Fiscal Quarter.

4.4 Shortfall. The Joint Venture Company shall immediately notify Micron in writing of any inability to meet a Purchase Order commitment to Micron.

4.5 Acceptance of Purchase Order. Each Purchase Order that satisfies the requirements set forth in Sections 4.3 and 4.6, and is otherwise free of errors, shall be deemed accepted by the Joint Venture Company upon receipt and shall be binding on the Parties, to the extent not inconsistent with the Operating Plan.

4.6 Content of Purchase Orders. Each Purchase Order shall specify the following items:

(a) purchase Order number;

(b) description and part number of each different Probed Wafer;

(c) forecasted quantity of each different design id;

(d) forecasted unit Price and total forecasted Price for each different design id, and total forecasted Price for all Probed Wafers ordered; and

(e) other terms (if any).

4.7 Taxes.

(a) General. All sales, use and other transfer taxes imposed directly on or solely as a result of the supplying of Products and the payments therefor provided herein shall be stated separately on the Joint Venture Company's invoice, collected from Micron and shall be remitted by the Joint Venture Company to the appropriate tax authority ("**Recoverable Taxes**"), unless Micron provides valid proof of tax exemption prior to the effective date of the transfer of the Products or otherwise as permitted by law prior to the time the Joint Venture Company is required to pay such taxes to the appropriate tax authority. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in which collection and remittance of taxes by Micron is required by law, the Joint Venture Company shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event such taxes are Recoverable Taxes and the Joint Venture Company does not collect tax from Micron or pay such taxes to the appropriate Governmental Entity on a timely basis, and is subsequently audited by any tax authority, liability of Micron will be limited to the tax assessment for such

Recoverable Taxes, with no reimbursement for penalty or interest charges or other amounts incurred in connection therewith. Notwithstanding anything herein to the contrary, taxes other than Recoverable Taxes shall not be reimbursed by Micron, and each Party is responsible for its own respective income taxes (including franchise and other taxes based on net income or a variation thereof), taxes based upon gross revenues or receipts, and taxes with respect to general overhead, including but not limited to business and occupation taxes, and such taxes shall not be Recoverable Taxes.

(b) Withholding Taxes. In the event that Micron is prohibited by law from making payments to the Joint Venture Company unless Micron deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Micron shall duly withhold and remit such taxes and shall pay to the Joint Venture Company the remaining net amount after the taxes have been withheld. Such taxes shall not be Recoverable Taxes and Micron shall not reimburse the Joint Venture Company for the amount of such taxes withheld.

4.8 Invoicing; Payment. The Joint Venture Company shall invoice Micron on a Fiscal Monthly basis for (a) the aggregate Price of the Probed Wafers provided during the immediately preceding Fiscal Month and (b) Micron's Sharing Interest (as the same may change from time to time) of all overhead, interest, general and administrative and other costs (other than such costs that are charged to or recovered from Intel under that certain Services Agreement among IMFT, Intel and Micron dated as of September 18, 2009, as amended, including by that certain First Amendment to Services Agreement (IMFT Services to Intel) among IMFT, Intel and Micron dated as of the Effective Date). All amounts owed under this Agreement are stated, calculated and shall be paid in United States Dollars. Except as otherwise specified in this Agreement, Micron shall pay the Joint Venture Company for the amounts due, owing, and duly invoiced under this Agreement within **** days following delivery of an invoice therefor to such place as the Joint Venture Company may reasonably direct therein.

4.9 Payment to Subcontractors. The Joint Venture Company shall be responsible for and shall hold Micron harmless for any and all payments to its vendors or subcontractors utilized in the performance of this Agreement.

4.10 Title and Risk of Loss. Micron shall take title to, and assume risk of loss with respect to, the Probed Wafers that are exported from the country of manufacturing using the term **** and for Probed Wafers that are not exported from the country of manufacturing using the term ****, in each case pursuant to ****.

4.11 Packaging. All shipment packaging of the Products shall be in conformance with the Specifications, Micron's reasonable instructions, and general industry standards, and shall be resistant to damage that may occur during transportation. Marking on the packages shall be made by Joint Venture Company in accordance with Micron's reasonable instructions.

4.12 Shipment. All Products shall be prepared for shipment in a manner that: (a) follows good commercial practice; (b) is acceptable to common carriers for shipment at the lowest rate; and (c) is adequate to ensure safe arrival. The Joint Venture Company shall mark all containers with necessary lifting, handling, and shipping information, Purchase Order number, date of shipment, and the names of Micron and applicable customer. If no instructions are given,

the Joint Venture Company shall select the most price effective carrier, given the time constraints known to the Joint Venture Company. At Micron's request, the Joint Venture will provide drop-shipment of Products to Micron's customers.

4.13 Customs Clearance. Upon Micron's request, the Joint Venture Company will promptly provide Micron with a statement of origin for all Products and with applicable customs documentation for Products wholly or partially manufactured outside of the country of import.

ARTICLE 5
VISITATIONS, AUDITS.

5.1 Visits. The Joint Venture Company will support Micron's reasonable requests for visits to the Lehi Fab and meetings for the purpose of reviewing performance of production of Products, including requests for further information and assistance in troubleshooting performance issues. Such requests shall be reasonably granted by the Joint Venture Company so long as such visits and meetings do not unduly interfere with the Joint Venture Company's operations and business affairs.

5.2 Audit. Micron representatives and key customer representatives, upon Micron's request, shall be allowed to visit the Lehi Fab during normal working hours upon reasonable advanced written notice to the Joint Venture Company for the purposes of monitoring production processes and compliance with any requirements set forth in this Agreement and the Specifications. Upon completion of the audit, the Joint Venture Company and Micron will agree to an audit closure plan, to be documented in the audit report issued by Micron.

5.3 Financial Audit. Micron reserves the right to have the Joint Venture Company's books and records related to the Pricing hereunder inspected and audited not more than **** during any Fiscal Year to ensure compliance with Schedule 4.8 of this Agreement in regards to Pricing. Such audit will be performed by an independent third party auditor acceptable to both Parties at Micron's expense. Micron shall provide **** days advance written notice to the Joint Venture Company of its desire to initiate an audit and the audit shall be scheduled so that it does not adversely impact or interrupt the Joint Venture Company's business operations. If the audit reveals any material discrepancies, the Joint Venture Company or Micron shall reimburse the other, as applicable, for any material discrepancies within **** days after completion of the audit. The results of such audit shall be kept confidential by the auditor and only the discrepancies shall be reported to the Parties, and be limited to discrepancies identified by the audit. Notwithstanding the foregoing, any auditor reports shall not disclose any the Joint Venture Company pricing or terms of purchase for any purchases of materials or equipment hereunder to Micron, absent written agreement from the Members' respective legal counsel. If any audit reveals a material discrepancy, Micron may increase the frequency of such audits to **** for the subsequent **** month period.

5.4 Subcontractor; Vendor Visits. The Joint Venture Company will use commercially reasonable efforts to ensure that all contracts with vendors and subcontractors will provide the Joint Venture Company and Micron with the right to visit and audit rights similar to those set forth in this Article 5.

ARTICLE 6
WARRANTY; HAZARDOUS MATERIALS; DISCLAIMER

6.1 Product Warranty. The Joint Venture Company makes the following warranties regarding Probed Wafers furnished hereunder, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the Probed Wafers:

(a) Probed Wafers conform to all agreed Specifications;

(b) Probed Wafers are free from defects in materials or workmanship; and

(c) the Joint Venture Company has the necessary right, title, and interest to provide Probed Wafers to Micron, and the Probed Wafers will be free of liens and encumbrances, not including any implied warranty of non-infringement.

6.2 Warranty Claims. Within a period of time, not to exceed the lesser of the actual warranty period applicable to the end customer for the Product or any product that contains a Product at issue or eighteen (18) months from the date of the delivery of the Probed Wafers at issue to Micron ("**Warranty Notice Period**"), Micron shall notify the Joint Venture Company if it believes that any Probed Wafer does not meet the warranty set forth in Section 6.1. Micron shall return such Probed Wafers or the products that contain the Products from such Probed Wafers to the Joint Venture Company as directed by the Joint Venture Company. If a Probed Wafer is determined not to be in compliance with such warranty, then Micron shall be entitled to return such Probed Wafer or the products that contain the Products from such Probed Wafers and cause the Joint Venture Company to replace at the Joint Venture Company's expense or, at Micron's option, receive a credit or refund of any monies paid to the Joint Venture Company in respect of such Probed Wafers, save that such credit or refund shall in no event exceed on a per-unit basis the final price paid for the Probed Wafers under this Agreement. The basis for such refund or credit shall be the Price on a per-unit basis in the month in which the returned Probed Wafer was invoiced to Micron. THE FOREGOING REMEDY IS MICRON'S SOLE AND EXCLUSIVE REMEDY FOR THE JOINT VENTURE COMPANY'S FAILURE TO MEET ANY WARRANTY OF SECTION 6.1.

6.3 Inspections. Micron may, upon reasonable advance written notice, request samples of Products (including WIP) during production for purposes of determining compliance with the requirements and Specification(s) hereunder, provided that the provision of such samples shall not materially impact the Joint Venture Company's performance to the Operating Plan or its ability to meet delivery requirements under any accepted Purchase Order. Any samples provided hereunder shall be: (i) limited in quantity to the amount reasonably necessary for the purposes hereunder; (ii) included in the pricing; and (iii) included in any performance requirements, if any. The Joint Venture Company shall provide reasonable assistance for the safety and convenience of Micron in obtaining the samples in such manner as shall not unreasonably hinder or delay the Joint Venture Company's performance.

6.4 Hazardous Materials.

(a) If Products provided hereunder include Hazardous Materials as determined in accordance with applicable law, the Joint Venture Company represents and

warrants that the Joint Venture Company and the Joint Venture Company's employees, agents, and subcontractors actually working with such materials in providing the Products hereunder to Micron shall be trained in accordance with applicable law regarding the nature of and hazards associated with the handling, transportation, and use of such Hazardous Materials, as applicable to the Joint Venture Company.

(b) To the extent required by applicable law, the Joint Venture Company shall provide Micron with Material Safety Data Sheets (MSDS) either prior to or accompanying any delivery of Products to Micron.

6.5 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE 6, THE JOINT VENTURE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, WITH RESPECT TO THE PROBED WAFERS PROVIDED UNDER THIS AGREEMENT. THE WARRANTIES WILL NOT APPLY TO: (i) ANY WARRANTY CLAIM OR ISSUE, OR DEFECT TO THE EXTENT CAUSED BY TECHNICAL MATERIALS PROVIDED OR SPECIFIED BY, THROUGH OR ON BEHALF OF THE MEMBERS OR COMMITTEES OF MEMBERS, INCLUDING BUT NOT LIMITED TO PRODUCT DESIGNS, TECHNOLOGY AND TEST PROGRAMS; OR (ii) ANY OF THE PROBED WAFERS THAT HAVE BEEN REPAIRED OR ALTERED, EXCEPT AS AUTHORIZED BY THE JOINT VENTURE COMPANY, OR WHICH ARE SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT OR ABUSE.

ARTICLE 7
CONFIDENTIALITY; OWNERSHIP

7.1 Protection and Use of Confidential Information. All information provided, disclosed or obtained in the performance of any of the Parties' activities under this Agreement shall be subject to all applicable provisions of the Confidentiality Agreement. Furthermore, the terms and conditions of this Agreement shall be considered "**Confidential Information**" under the Confidentiality Agreement for which each Party is considered a "**Receiving Party**" under such agreement. To the extent there is a conflict between this Agreement and the Confidentiality Agreement, the terms of this Agreement shall control.

7.2 Masks. Any masks produced pursuant to this Agreement will be based on Product designs owned by Intel and shall be treated as Confidential Information of Intel.

7.3 Intellectual Property Ownership. Ownership of any intellectual property developed by the Joint Venture Company will be governed by the Technology License Agreement, Product Designs Development Agreement or the Designated Technology Joint Development Program Agreement.

ARTICLE 8
INDEMNIFICATION

8.1 Mutual General Indemnity. Subject to Article 9, each Indemnifying Party shall indemnify, defend and hold harmless the other Indemnified Parties from and against any and all Indemnified Losses based on or attributable to any Third Party Claim or threatened Third Party Claim arising under this Agreement and as a result of the negligence, gross negligence or willful misconduct of the Indemnifying Party or any of its respective officers, directors, employees, agents or subcontractors. Notwithstanding the foregoing, this Section 8.1 shall not apply to any claims or losses based on or attributable to intellectual property infringement.

8.2 Indemnification Procedures.

(a) General Procedures. Promptly after the receipt by any Indemnified Party of a notice of any Third Party Claim that an Indemnified Party seeks to be indemnified under this Agreement, such. Indemnified Party shall give written notice of such Third Party Claim to the Indemnifying Party, stating in reasonable detail the nature and basis of each allegation made in the Third Party Claim and the amount of potential Indemnified Losses with respect to each allegation, to the extent known, along with copies of the relevant documents received by the Indemnified Party evidencing the Third Party Claim and the basis for indemnification sought. Failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party from liability on account of this indemnification, except if and only to the extent that the Indemnifying Party is actually prejudiced by such failure or delay. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim. The Indemnifying Party shall have the right to assume the defense of the Indemnified Party with respect to such Third Party Claim upon written notice to the Indemnified Party delivered within thirty (30) days after receipt of the particular notice from the Indemnified Party. So long as the Indemnifying Party has assumed the defense of the Third Party Claim in accordance herewith and notified the Indemnified Party in writing thereof; (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, it being understood that the Indemnifying Party shall pay all reasonable costs and expenses of counsel for the Indemnified Party after such time as the Indemnified Party has notified the Indemnifying Party of such Third Party Claim and prior to such time as the Indemnifying Party has notified the Indemnified Party that it has assumed the defense of such Third Party Claim, (ii) the Indemnified Party shall not file any papers or, other than in connection with a settlement of the Third Party Claim, consent to the entry of any judgment without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed) and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim (other than a judgment or settlement that is solely for money damages and is accompanied by a release of all indemnifiable claims against the Indemnified Party) without the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed). Whether or not the Indemnifying Party shall have assumed the defense of the Indemnified Party for a Third Party Claim, such Indemnifying Party shall not be obligated to indemnify and hold harmless the Indemnified Party hereunder for any consent to the entry of judgment or settlement

entered into with respect to such Third Party Claim without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Equitable Remedies. In the case of any Third Party Claim where the Indemnifying Party reasonably believes that it would be appropriate to settle such Third Party Claim using equitable remedies (i.e., remedies involving the future activity and conduct of the Joint Venture Company), the Indemnifying Party and the Indemnified Party shall work together in good faith to agree to a settlement; provided, however, that no Party shall be under any obligation to agree to any such settlement.

(c) Treatment of Indemnification Payments; Insurance Recoveries. Any indemnity payment under this Agreement shall be decreased by any amounts actually recovered by the Indemnified Party under third party insurance policies with respect to such Indemnified Losses (net of any premiums paid by such Indemnified Party under the relevant insurance policy), each Party agreeing (i) to use all reasonable efforts to recover all available insurance proceeds and (ii) to the extent that any indemnity payment under this Agreement has been paid by the Indemnifying Party to the Indemnified Party prior to the recovery by the Indemnified Party of such insurance proceeds, the amount of such insurance proceeds actually recovered by the Indemnified Party shall be promptly paid to the Indemnifying Party.

(d) Certain Additional Procedures. The Indemnified Party shall cooperate and assist the Indemnifying Party in determining the validity of any Third Party Claim for indemnity by the Indemnified Party and in otherwise resolving such matters. The Indemnified Party shall cooperate in the defense by the Indemnifying Party of each Third Party Claim (and the Indemnified Party and the Indemnifying Party agree with respect to all such Third Party Claims that a common interest privilege agreement exists between them), including, (i) permitting the Indemnifying Party to discuss the Third Party Claim with such officers, employees, consultants and representatives of the Indemnified Party as the Indemnifying Party reasonably requests, (ii) providing to the Indemnifying Party copies of documents and samples of products as the Indemnifying Party reasonably requests in connection with defending such Third Party Claim, (iii) preserving all properties, books, records, papers, documents, plans, drawings, electronic mail and databases of the Joint Venture Company and relating to matters pertinent to the conduct of the Joint Venture Company under the Indemnified Party's custody or control in accordance with such Party's corporate documents retention policies, or longer to the extent reasonably requested by the Indemnifying Party, (iv) notifying the Indemnifying Party promptly of receipt by the Indemnified Party of any subpoena or other third party request for documents or interviews and testimony, (v) providing to the Indemnifying Party copies of any documents produced by the Indemnified Party in response to or compliance with any subpoena or other third party request for documents; and (vi) except to the extent inconsistent with the Indemnified Party's obligations under applicable law and except to the extent that to do so would subject the Indemnified Party or its employees, agents or representatives to criminal or civil sanctions, unless ordered by a court to do otherwise, not producing documents to a third party until the Indemnifying Party has been provided a reasonable opportunity to review, copy and assert privileges covering such documents.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 Damages Limitation. SUBJECT TO SECTION 9.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 THE PARTIES AGREE THAT TO THE EXTENT A CLAIM ARISES UNDER THIS AGREEMENT, THE CLAIM SHALL BE BROUGHT UNDER THIS AGREEMENT.

9.3 Damages Cap. SUBJECT TO SECTION 9.4, IF EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER ARISING FROM THIS AGREEMENT, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM AN ACT OR OMISSION, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE LIABLE PARTY WITH RESPECT TO ANY BREACH, PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION HEREUNDER WILL NOT EXCEED THE LESSER OF THE ACTUAL DAMAGES ALLOWED HEREUNDER; OR (i) IN THE CASE OF THE JOINT VENTURE COMPANY BRINGING A CLAIM, TEN MILLION DOLLARS ($10,000,000) PER CLAIM OR SERIES OF RELATED CLAIMS ARISING FROM THE SAME CAUSE; OR (ii) IN THE CASE OF MICRON BRINGING A CLAIM: (a) RELATING TO PROBED WAFERS THAT ARE NOT UNIQUE PRODUCTS SOLD BY THE JOINT VENTURE COMPANY TO BOTH MEMBERS, TEN MILLION DOLLARS ($10,000,000) PER CLAIM OR SERIES OF RELATED CLAIMS ARISING FROM THE SAME CAUSE; OR (b) RELATING TO UNIQUE PRODUCTS, THE AMOUNT OF DAMAGES, IF ANY, ACTUALLY RECOVERED BY THE JOINT VENTURE COMPANY FROM ANY THIRD PARTY RELATING TO MICRON'S CLAIM OR SERIES OF RELATED CLAIMS ARISING FROM THE SAME CAUSE.

9.4 Exclusions and Mitigation. Sections 9.1 and 9.3 will not apply to either Party's breach of Article 7. Section 9.3 will not apply to Micron's failure to meet either an Underloading charge under Section 4.1 or a payment obligation which is due and payable under this Agreement. Each Party shall have a duty to use commercially reasonable efforts to mitigate damages for which the other Party is responsible.

9.5 Losses. Except as provided under Section 8.1, the Joint Venture Company and Micron each shall be responsible for Losses to their respective tangible personal or real property (whether owned or leased), and each Party agrees to look only to their own insurance arrangements with respect to such damages. The Joint Venture Company and Micron waive all rights to recover against each other, including each Party's insurers' subrogation rights, if any, for any loss or damage to their respective tangible personal property or real property (whether owned or leased) from any cause covered by insurance maintained by each of them, including

their respective deductibles or self-insured retentions. Notwithstanding the foregoing, in the event of a loss hereunder involving a property, transit or crime event or occurrence that: (i) is insured under Micron's insurance policies; (ii) a single insurance deductible applies; and (iii) the loss event or occurrence affects the insured ownership or insured legal interests of both Parties, then the Parties shall share the cost of the deductible in proportion to each Party's insured ownership or legal interests in relative proportion to the total insured ownership or legal interests of the Parties.

ARTICLE 10
TERM AND TERMINATION;

10.1 Term. The term of this Agreement commenced on January 6, 2006 and continues in effect until the first to occur of (a) the Liquidation Date, (b) a Minority Closing, (c) an Intel Put Option Closing, and (d) a Micron Call Option Closing, unless terminated sooner solely by mutual agreement (such period of time, the "**Term**").

10.2 Termination. This Agreement may not be terminated for any reason, including breach by a Party, before termination pursuant to Section 10.1.

10.3 Masks. On the Liquidation Date, the Joint Venture Company shall immediately transfer possession of production masks possessed by it to Micron, unless Intel acquires the Joint Venture Company's assets pursuant to Section 14.3 of the LLC Operating Agreement.

10.4 Survival. Termination of this Agreement shall not affect any of the Parties' respective rights accrued or obligations owed before termination, including any rights or obligations of the Parties in respect of any accepted Purchase Orders existing at the time of termination. In addition, the following shall survive termination of this Agreement for any reason: Sections 2.12, 6.2 and 6.5, and Articles 4 (other than Sections 4.1 and 4.2), 7, 8, 9, 10 and 11.

ARTICLE 11
MISCELLANEOUS

11.1 Force Majeure Events. The Parties shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for the period of time during which the Force Majeure Event renders performance impossible or infeasible and only if the Party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the other Party specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, "**Force Majeure Event**" means the occurrence of an event or circumstance beyond the reasonable control of the party failing to perform, including, without limitation, (a) explosions, fires, flood, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) acts of federal, state, local or foreign governmental authorities or courts; (d) labor disputes, lockouts, strikes or other industrial action, whether direct

or indirect and whether lawful or unlawful; (e) failures or fluctuations in electrical power or telecommunications service or equipment; and (f) delays caused by the other Party's nonperformance hereunder.

11.2 Specific Performance. The Parties agree that irreparable damage will result if this Agreement is not performed in accordance with its terms, and the Parties agree that any damages available at law for a breach of this Agreement would not be an adequate remedy. Therefore, the provisions hereof and the obligations of the Parties hereunder shall be enforceable in a court of equity, or other tribunal with jurisdiction, by a decree of specific performance, and appropriate preliminary or permanent injunctive relief may be applied for and granted in connection therewith. Such remedies and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that a Party may have under this Agreement.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party hereto. Neither this Agreement nor any right or obligation hereunder may be assigned or delegated by either Party in whole or in part to any other Person, other than a Wholly-Owned Subsidiary of such Party, without the prior written consent of the non-assigning Party. Any purported assignment in violation of the provisions of this Section shall be null and void and have no effect.

11.4 Compliance with Laws and Regulations. Each of the Parties shall comply with, and shall use reasonable efforts to require that its respective subcontractors comply with, Applicable Laws relating to this Agreement and the performance of a Party's rights hereunder.

11.5 Notice. All notices and other communications hereunder shall be in writing and shall be deemed given upon (a) transmitter's confirmation of a receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, (c) the expiration of five (5) Business Days after the day when mailed in the United States by certified or registered mail, postage prepaid, or (d) delivery in person, addressed at the following addresses (or at such other address for a party as shall be specified by like notice):

In the case of the IM Flash Technologies, LLC:
****
****
Attention: ****
Facsimile Number: ****

With a mandatory copy to:
Intel Corporation
****
****
Attention: ****
Facsimile Number: ****

In the case of Micron:

Micron Technology, Inc.
****
****
Attention: ****
Facsimile Number: ****

Either Party may change its address for notices upon giving ten (10) days written notice of such change to the other Party in the manner provided above.

11.6 Waiver. The failure at any time of a Party to require performance by the other Party of any responsibility or obligation required by this Agreement shall in no way affect a Party's right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision of this Agreement by the other Party constitute a waiver of any other breach of the same or any other provision nor constitute a waiver of the responsibility or obligation itself.

11.7 Severability. Should any provision of this Agreement be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but this Agreement shall remain in full force in all other respects. Should any provision of this Agreement be or become ineffective because of changes in Applicable Laws or interpretations thereof, or should this Agreement fail to include a provision that is required as a matter of law, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the Parties hereto shall negotiate in good faith appropriate modifications to this Agreement to reflect those changes that are required by Applicable Law.

11.8 Third Party Rights. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any Person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

11.9 Amendment. This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to this Agreement.

11.10 Entire Agreement. This Agreement and the applicable provisions of the Confidentiality Agreement and the **** Agreement, which are incorporated herein and made a part hereof, together with the Exhibits and Schedules hereto and the agreements and instruments expressly provided for herein, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

11.11 Choice of Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

11.12 Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Delaware and each of the Parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

11.13 Headings. The headings of the Articles and Sections in this Agreement are provided for convenience of reference only and shall not be deemed to constitute a part hereof.

11.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.15 Insurance. Without limiting or qualifying the Joint Venture Company's liabilities, obligations, or indemnities otherwise assumed by the Joint Venture Company pursuant to this Agreement, the Joint Venture Company shall maintain with companies acceptable to Micron:

(a) Commercial General Liability with limits of liability not less than **** per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to The Joint Venture Company's business and (2) arising out of The Joint Venture Company's products, Services, or work. The Joint Venture Company's insurance shall be primary with respect to liabilities assumed by The Joint Venture Company in this Agreement to the extent such liabilities are the subject of The Joint Venture Company's insurance, and any applicable insurance maintained by Micron shall be excess and non-contributing. The above coverage shall name Micron as additional insured as respects The Joint Venture Company's work or services provided to or on behalf of Micron.

(b) Automobile Liability Insurance with limits of liability not less than **** per accident for bodily injury or property damage.

(c) Statutory Workers' Compensation coverage, including a Broad Form All States Endorsement in the amount required by law, and Employers' Liability Insurance in the amount of **** per occurrence. Such insurance shall include mutual insurer's waiver of subrogation.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the Parties hereto as of the Effective Date.

MICRON TECHNOLOGY, INC.

By: /s/ D. Mark Durcan
D. Mark Durcan
Chief Executive Officer

IM FLASH TECHNOLOGIES, LLC

By: /s/ Rodney Morgan
Rodney Morgan
Co-Executive Officer

By: /s/ Keyvan Esfarjani
Keyvan Esfarjani
Co-Executive Officer

THIS IS THE SIGNATURE PAGE FOR THE
AMENDED AND RESTATED SUPPLY AGREEMENT
ENTERED INTO BY AND BETWEEN
MICRON TECHNOLOGY, INC. AND IM FLASH TECHNOLOGIES, LLC

EXHIBIT A
DEFINITIONS

"**Affiliate**" means, with respect to any specified Person, a Person that directly or indirectly, including through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"**Agreement**" shall have the meaning set forth in the preamble to this Agreement.

"**Applicable Law**" means any applicable laws, statutes, rules, regulations, ordinances, orders, codes, arbitration awards, judgments, decrees or other legal requirements of any Governmental Entity.

"**Approved Business Plan**" shall have the meaning set forth in the LLC Operating Agreement.

"**Business Continuity Plan**" shall have the meaning set forth in Section 2.10.

"**Business Day**" means a day that is not a Saturday, Sunday or other day on which commercial banking institutions in the State of New York are authorized or required by Applicable Law to be closed.

"**Capacity**" means the rate of output (defined in terms of units per time period), at a particular point in time, at which the Lehi Fab (or a third party on the Joint Venture Company's behalf) is capable of producing such units.

"**Confidential Information**" shall have the meaning set forth in Section 7.1.

"**Confidentiality Agreement**" means that certain Second Amended and Restated Mutual Confidentiality Agreement by and among the Joint Venture Company, Intel, Micron, Intel Technology Asia Pte Ltd, Micron Semiconductor Asia Pte. Ltd., and IM Flash Singapore, LLC, dated as of the Effective Date, as amended.

"**Cycle-Time**" means the time required to process a unit through the manufacturing process.

"**Demand Forecast**" shall have the meaning set forth in Section 3.1(a).

"**Designated Technology Devices**" shall have the meaning set forth in the Designated Technology Joint Development Program Agreement.

"**Designated Technology Joint Development Program Agreement**" means that certain Designated Technology Joint Development Program Agreement by and between Intel and Micron dated as of February 27, 2012, as amended.

"**Designated Technology Products**" means any Designated Technology Wafer or Designated Technology Device.

"**Designated Technology Wafer**" means a Prime Wafer that has been processed to the point of containing Designated Technology Devices organized in multiple semiconductor die and that has undergone Probe Testing, but before singulation of said die into individual semiconductor die.

"**Effective Date**" shall have the meaning set forth in the preamble to this Agreement.

"**Excursion**" means an occurrence during production that is outside normal historical behavior as established by both Parties in writing in the applicable Specifications which may impact performance, Quality and Reliability, or customer delivery commitments for Probed Wafers.

"**Fiscal Quarter**" means any of the four financial accounting quarters within the Joint Venture Company's Fiscal Year.

"**Fiscal Month**" means any of the twelve financial accounting months within the Joint Venture Company's Fiscal Year.

"**Fiscal Year**" means the fiscal year of the Joint Venture Company for financial accounting purposes.

"**Flash Memory Integrated Circuit**" means a non-volatile memory integrated circuit that contains memory cells that are electrically programmable and electrically erasable whereby the memory cells consist of one or more transistors that have a floating gate, charge-trapping regions or any other functionally equivalent structure utilizing one or more different charge levels (including binary or multi-level cell structures) with or without any on-chip control, I/O and other support circuitry.

"**Force Majeure Event**" shall have the meaning set forth in Section 11.1.

"**GAAP**" means United States generally accepted accounting principles as in effect from time to time.

"**Governmental Entity**" means any governmental authority or entity, including any agency, board, bureau, commission, court, department, subdivision or instrumentality thereof, or any arbitrator or arbitration panel.

"**Hazardous Materials**" means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations and standards.

"**Indemnified Party**" shall mean any of the following to the extent entitled to seek indemnification under this Agreement: Micron, the Joint Venture Company, and their respective Affiliates, officers, directors, employees, agents, assigns and successors.

"**Indemnified Losses**" shall mean all direct, out-of-pocket liabilities; damages, losses, costs and expenses of any nature incurred by an Indemnified Party, including reasonable attorneys' fees and consultants' fees, and all damages, fines, penalties and judgments awarded or

entered against an Indemnified Party, but specifically excluding any special, consequential or other types of indirect damages.

"**Indemnifying Party**" shall mean the Party owing a duty of indemnification to an Indemnified Party with respect to a particular Third Party Claim.

"**Intel**" means Intel Corporation, a Delaware Corporation.

"**Intel Put Option Closing**" shall have the meaning set forth in the LLC Operating Agreement.

"**Joint Development Program Agreements**" means the NAND Joint Development Program Agreement and the Designated Technology Joint Development Program Agreement.

"**Joint Venture Company**" shall have the meaning set forth in the preamble to this Agreement.

"**Joint Venture Documents**" shall have the meaning set forth in the Master Agreement.

"**Lehi Fab**" shall have the meaning set forth in the LLC Operating Agreement.

"**LLC Operating Agreement**" means that Second Amended and Restated Limited Liability Company Operating Agreement of IM Flash Technologies, LLC between, Intel and Micron dated as of the Effective Date, as amended.

"**Liquidation Date**" shall have the meaning set forth in the LLC Operating Agreement.

"**Losses**" shall mean, collectively, any and all insurable liabilities, damages, losses, costs and expenses (including reasonable attorneys' and consultants' fees and expenses).

"**Manufacturing Committee**" shall have the meaning set forth in the LLC Operating Agreement.

"**Master Agreement**" shall mean that certain 2012 Master Agreement, dated as of February 27, 2012, by and among Intel, Intel Technology Asia Pte Ltd, Micron, Micron Semiconductor Asia Pte. Ltd., the Joint Venture Company, and IM Flash Singapore, LLP, as amended.

"**Members**" means Micron and Intel.

"**Micron**" shall have the meaning set forth in the preamble to this Agreement.

"**Micron Call Option Closing**" shall have the meaning set forth in the LLC Operating Agreement.

"**Minority Closing**" shall have the meaning set forth in the LLC Operating Agreement.

"**Modified GAAP**" means GAAP, except that: (i) stock-related expenses (including stock options, restricted stock, stock appreciation rights, restricted stock units, stock purchase

programs or any award based on equity of the Members) associated with the seconded individuals to the Joint Venture Company will not be recorded or disclosed in the financial statements of the Joint Venture Company; and (ii) the value of any asset contributed or otherwise transferred to the Joint Venture Company from the Members shall be the value as agreed upon by the Members at the time of the contribution or transfer, as applicable, and, if such asset is to be depreciated or amortized under GAAP, the useful life and method of depreciation or amortization for such assets shall be determined by applying the accounting policies used by the Joint Venture Company for like assets. The value of the Lehi Property (as defined in the LLC Operating Agreement) shall be Two Hundred Twenty Million ($220,000,000).

"**NAND Flash Memory Die**" means a discrete integrated circuit die, wherein such die includes at least one NAND Flash Memory Integrated Circuit and such die is designed, developed, marketed and used primarily as a non-volatile memory die.

"**NAND Flash Memory Integrated Circuit**" means a Flash Memory Integrated Circuit, in the memory cells included in the Flash Memory Integrated Circuit are arranged in groups of serially connected memory cells (each such group of serially connected memory cells called a "**string**") in which the drain of each memory cell of a string (other than the first memory cell in the string) is connected in series to the source of another memory cell in such string, the gate of each memory cell in such string is directly accessible, and the drain of the uppermost bit of such string is coupled to the bitline of the memory array.

"**NAND Flash Memory Product**" means any NAND Flash Memory Wafer or NAND Flash Memory Die.

"**NAND Flash Memory Wafer**" means a Prime Wafer that has been processed to the point of containing NAND Flash Memory Integrated Circuits organized in multiple semiconductor die and that has undergone Probe Testing, but before singulation of said die into individual semiconductor die.

"**NAND Joint Development Program Agreement**" means that certain Amended and Restated Joint Development Program Agreement by and between Intel and Micron dated as of the Effective Date, as amended.

"****** Agreement**" means that ******** among the Joint Venture Company, Micron and Intel, dated June 20, 2011, as amended.

"**Operating Plan**" shall have the meaning set forth in the LLC Operating Agreement.

"**Original Supply Agreement**" shall have the meaning set forth in the Recitals to this Agreement.

"**Party**" and "**Parties**" shall have the meaning set forth in the Recitals to this Agreement.

"**Performance Criteria**" means ********.

"**Person**" means any natural person and any corporation, firm, partnership, trust, estate, limited liability company, or other entity resulting from any form of association.

"**Planning Forecast**" shall have the meaning set forth in Section 3.1(b).

"**Price**" or "**Pricing**" means the calculation set forth on Schedule 4.8.

"**Prime Wafer**" means the raw silicon wafers required, on a product-by-product basis, to manufacture Probed Wafers.

"**Probe Testing**" means testing, using a wafer test program as set forth in the applicable Specifications, of a wafer that has completed all processing steps deemed necessary to complete the creation of the desired NAND Flash Memory Integrated Circuits or Designated Technology Devices, the purpose of which test is to determine how many and which of the die meet the applicable criteria for such die set forth in the Specifications.

"**Probed Wafer**" means a Prime Wafer that has been processed to the point of containing either NAND Flash Memory Integrated Circuits or Designated Technology Devices organized in multiple semiconductor die (but before singulation of said die into individual semiconductor dice) and that has undergone Probe Testing and any other mutually agreed upon special processing or handling, and has a functional die yield greater than **** percent (****%).

"**Process Technology Node**" means a process with a known feature size or number of tiers or decks that is differentiated from another or others that have a different feature size or number of tiers or decks that yields at least a **** percent (****%) difference in **** relative to each other. For clarity, a difference in the number of **** shall not be considered a different process node for purposes of this definition of "Process Technology Node."

"**Product Designs Development Agreement**" means that certain Amended and Restated Product Designs Development Agreement by and between Micron and Intel dated as of the Effective Date, as amended.

"**Products**" means a NAND Flash Memory Product or a Designated Technology Product.

"**Proposed Loading Plan**" shall have the meaning set forth in Section 3.1(c).

"**Purchase Order**" shall have the meaning set forth in Section 4.3.

"**Quality and Reliability**" means building and sustaining relationships which assess, anticipate, and fulfill the quality and reliability standards as set forth in the Specification or Operating Plan for Probed Wafers.

"**Receiving Party**" shall have the meaning set forth in Section 7.1.

"**Recoverable Taxes**" shall have the meaning set forth in Section 4.7(a).

"**Secondary Silicon**" shall mean a Prime Wafer that has been processed to the point of containing either NAND Flash Memory Integrated Circuits or Designated Technology Devices organized in multiple semiconductor die and that has undergone Probe Testing that would otherwise constitute a Probed Wafer but for failure to achieve the Specifications or the minimum die yield.

"**Sharing Interest**" shall have the meaning set forth in the LLC Operating Agreement.

"**Specifications**" means those specifications used to describe, characterize, and define the quality and performance of NAND Flash Memory Integrated Circuits or Designated Technology Devices at Probe Testing, as such specifications may be determined from time to time by the Joint Venture Company.

"**Technology License Agreement**" means that certain Amended and Restated Technology License Agreement by and between Intel, Micron and the Joint Venture Company dated as of the Effective Date, as amended.

"**Term**" shall have the meaning set forth in Section 10.1

"**Third Party Claim**" shall mean any claim, demand, action, suit or proceeding, and any actual or threatened lawsuit, complaint, cross-complaint or counter-complaint, arbitration or other legal or arbitral proceeding of any nature, brought in any court, tribunal or judicial forum anywhere in the world, regardless of the manner in which such proceeding is captioned or styled, by any Person other than Micron, the Joint Venture Company and Affiliates of the foregoing, against an Indemnified Party, in each case alleging entitlement to any Indemnified Losses for which such Indemnified Party is entitled to indemnification pursuant to this Agreement.

"**Underloading**" shall have the meaning set forth in Section 4.1.

"**Unique Products**" shall have the meaning set forth in the LLC Operating Agreement.

"**Wafer Start**" shall mean the initiation of manufacturing services with respect to a Prime Wafer.

"**Warranty Notice Period**" shall have the meaning set forth in Section 6.2.

"**Wholly-Owned Subsidiary**" shall have the meaning set forth in the LLC Operating Agreement.

"**WIP**" means work in process, including prime and secondary wafers.

"**Yield**" means anticipated output of Probed Wafer from WIP at a particular point in time, including line yield and die yield.

SCHEDULE 4.8

PRICE

********.

EXHIBIT 10.112

CONFIDENTIAL TREATMENT:

MICRON TECHNOLOGY, INC. HAS REQUESTED THAT THE OMITTED PORTIONS OF THIS DOCUMENT, WHICH ARE INDICATED BY ASTERISKS, BE AFFORDED CONFIDENTIAL TREATMENT PURSUANT TO RULE 24b-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. MICRON TECHNOLOGY, INC. HAS SEPARATELY FILED THE OMITTED PORTIONS OF THE DOCUMENT WITH THE SECURITIES AND EXCHANGE COMMISSION.

PRODUCT SUPPLY AGREEMENT

This Product Supply Agreement (this "**Agreement**") is made and entered into as of this 6th day of April, 2012 (the "**Effective Date**"), by and between Intel Corporation, a Delaware corporation ("**Intel**"), Micron Semiconductor Asia Pte. Ltd., a Singapore corporation ("**MSA**") and Micron Technology, Inc., a Delaware corporation ("**MTI**" and, together with MSA, collectively, "**Micron**"). Each of Intel, MSA and MTI may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Simultaneously with the execution of this Agreement, MTI and Intel are entering into the Designated Technology JDPA and other agreements that concern, in whole or in part, the development, manufacture, sale and use of products and technology resulting from the Designated Technology JDPA.

B. Intel desires to purchase Designated Technology Memory Wafers and Micron desires to supply such Designated Technology Memory Wafers upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound do hereby agree as follows.

ARTICLE 1

DEFINITIONS; CERTAIN INTERPRETIVE MATTERS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A.

1.2 Certain Interpretive Matters.

(a) Terms. Unless the context requires otherwise, (i) all references to Sections, Articles, Recitals, Exhibits or Schedules are to Sections, Articles, Recitals, Exhibits or Schedules of or to this Agreement; (ii) each of the Schedules will apply only to the corresponding Section or subsection of this Agreement; (iii) words in the singular include the

plural and vice versa; (iv) the term "including" means "including without limitation"; and (v) the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Agreement as a whole and not to any individual Section or portion hereof. All references to $ or dollar amounts will be to lawful currency of the United States of America. All references to "day" or "days" will mean calendar days and all references to "quarter(ly)", "month(ly)" or "year(ly)" will mean Fiscal Quarter, Fiscal Month or Fiscal Year, respectively.

(b) No Interpretation Related to Drafting and Prior Drafts. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or such provision.

(c) Conversion of Designated Technology Devices. When a Party converts Designated Technology Devices into Designated Technology Memory Wafers under this Agreement, such conversion shall be calculated using a conversion factor methodology to be agreed between the parties that takes into account the real-time die yield at Probe Testing, the back-end die yield and any other factor that the Parties agree.

(d) Comparison of Output between Fiscal Months. When comparing output or projected output between a Fiscal Month that has four (4) weeks and a Fiscal Month that has five (5) weeks, the output or projected output during the Fiscal Month that has five (5) weeks will adjusted down for purposes of such comparison by multiplying the average weekly output or projected output for such Fiscal Month by four (4).

ARTICLE 2

GENERAL OBLIGATIONS

2.1 Supply and Purchase. Subject to the terms and conditions of this Agreement, Micron will supply to Intel, and Intel will purchase from Micron, **** Designated Technology Memory Wafers **** during the Term (the ****, "****").

2.2 Traceability and Data Retention. Micron agrees to maintain, or cause its relevant affiliates to maintain, its production data relating to the Designated Technology Memory Wafers supplied hereunder for a minimum of **** years. At Intel's request, Micron will make available **** as well as **** for Designated Technology Memory Wafers supplied to Intel hereunder. The Parties will exchange mutually agreed Designated Technology Memory Wafer manufacturing data via electronic or other means as mutually agreed by the Parties. At Intel's request, Micron will also make available such data electronically to IMFT pursuant to the IMFT Services Agreement.

2.3 Control; Processes. Micron will, or will cause its relevant affiliates to, review with Intel any control and process mechanisms applicable to the manufacture of all Designated Technology Memory Wafers sold by Micron under this Agreement, including but not limited to such mechanisms that are utilized to meet or exceed the Specifications for the Designated Technology Memory Wafers. The Parties agree to work together in good faith to define mutually agreeable control and process mechanisms including the following: ****; provided, however,

that Micron will not be required to bear any expense relating to Intel's control and process mechanism requests that are in addition to those used by Micron or its relevant affiliates. Micron will promptly notify Intel or IMFT of ********.

2.4 Additional Customer Requirements. Intel will inform Micron in writing of any auditable supplier requirements of Intel's customers relating to any Facility at which Designated Technology Memory Wafers are manufactured. The Parties will work together in good faith to implement such requirements in a commercially reasonable manner.

2.5 ******** Restrictions. Without the prior written approval of Intel or Intel's designee at IMFT, Micron shall not ******** with respect to the Designated Technology Memory Wafers Micron supplies to Intel pursuant to this Agreement.

ARTICLE 3

FORECASTING; Performance reviews

3.1 Forecasting.

(a) Demand Forecast. Intel will provide Micron, either directly or via IMFT pursuant to the IMFT Services Agreement, each Fiscal Month during the Term beginning with the Fiscal Month in which Intel first delivers a demand forecast to IMFT under Section 3.1(a) of the IMFT Supply Agreement - Intel ********, with a written demand forecast (the "**Demand Forecast**") covering the next ******** Fiscal Months for Designated Technology Memory Wafers. Intel will base the Demand Forecast on Lehi Fab yield forecasts provided by IMFT and the JDP Committee. The Demand Forecast will include Intel's desired Designated Technology Memory Wafer breakout by design id, Process Technology Node, process revision and probe test revision. In addition, the Demand Forecast will include the level of Probe Testing, marking specification, requested delivery date and place of delivery for the Designated Technology Memory Wafers, which information will be updated by Intel on a weekly basis as necessary.

(b) Response to Forecast. Within a commercially reasonable period of time (or within a time period mutually agreed by the Parties from time-to-time) following Micron's actual, direct receipt of each Demand Forecast, Micron shall furnish Intel with a written response indicating what portion of the Demand Forecast that Micron will commit to supply (the "**Response to Forecast**"). The Response to Forecast will also set forth ******** for each Fiscal Month of the period covered by the Demand Forecast.

(c) Binding Forecast Wafers. Upon delivery of a Response to Forecast, Micron will be obligated to supply to Intel the Designated Technology Memory Wafers (including ******** Wafers) set forth in such Response to Forecast (the "**Binding Forecast Wafers**"), subject to (i) any ******** Designated Technology Memory Wafers ******** (provided ******** is not prohibited by Sections 3.1(d) or 3.1(g)), (ii) any modifications to the design id mix of Designated Technology Memory Wafers requested by Intel as permitted by Section 3.1(d) and (iii) ********.

(d) Intel Committed Wafers. Upon delivery of a Response to Forecast, Intel will be obligated to purchase from Micron the Designated Technology Memory Wafers set forth in the **** Fiscal **** of such Response to Forecast (such Designated Technology Memory Wafers, "**Intel Committed Wafers**"); provided, however, that Intel may change the design id mix within any Process Technology Node in a Demand Forecast at any time until **** weeks prior to the scheduled loading of the wafers in question, and Micron's then-current Response to Forecast shall be deemed amended to reflect such changes.

(e) **** and **** Wafers.

(i) ****. A **** (a "****") will exist if Micron elects to deliver a Response to Forecast that includes **** Wafers **** set forth in the **** Fiscal **** of the applicable Demand Forecast (any such Fiscal ****, a " **** **Period**," and the **** set forth in the Demand Forecast, **** Wafers for a particular **** Period, the "**** **Wafers**").

(ii) **** Wafers; **** Designated Technology Memory Wafers. In each **** delivered after a **** exists (until a **** no longer exists during the **** period), Intel shall **** Wafers it ****, if any, for each **** Period. If Intel has **** Wafers in any **** Period, then the **** Micron may **** under this Agreement in the **** the **** Period will be ****. If Intel changes the **** that it **** for any **** Period, then the foregoing **** for any **** shall be ****. If any such change is **** for the **** Period, then **** shall be governed in a like manner to that described above for ****. If any such change is **** for the **** Period, the **** Wafers shall be ****.

(f) ****.

(i) ****. Notwithstanding anything in Section 3.1(a) to the contrary but subject to Section 3.1(f)(ii), Intel **** Designated Technology Memory Wafers for **** of each Demand Forecast that ****.

(ii) **** Month **** Commitment. Prior to the end of the Term, Intel may deliver a written notice to Micron stating that ****. If Intel delivers such a notice, then **** for **** Fiscal Months following the delivery of such notice and shall thereafter have no further force and effect, subject to the next following sentence. If after delivery of the notice described in this Section 3.1(f)(ii), (A) Intel elects to withdraw such notice and ****, (B) Intel requests **** in any Fiscal Month that **** Fiscal Months following the delivery of such notice or (C) a **** is required in any Fiscal Month **** Fiscal Months following the delivery of such notice, then Intel will **** as if such notice had not been delivered.

(iii) ****. If the **** Wafers in the **** Fiscal Month of a Response to Forecast is **** for such Fiscal Month (such ****, the " **** **Wafers**"), Intel shall **** Micron (any such ****, a "****") an ****.

(g) **** Wafers. If Intel makes a **** pursuant to Section 4.8(c), Intel shall ****, or, if the Term has ended, Intel may **** (similar in substance to a ****) that ****, a **** specifically identified Designated Technology Memory Wafers **** the **** that are **** Wafers in the then-existing Response to Forecast (such ****, the " **** **Wafers**"). Micron will use commercially reasonable efforts to **** the **** Wafers that are related to a particular ****,

taking into consideration ****, but in any event **** Fiscal Months from the date on which Intel **** that first **** such **** Wafers. During such **** Fiscal Month period, until all **** Wafers for such **** Fiscal Month period ****, Micron will **** of Micron or a Subsidiary of Micron, or any ****, in each case to which Micron has **** (taking into account any ****) in a commercially reasonable manner Designated Technology Memory Wafers that **** Wafers. Until such time as Micron **** Wafers related to a particular ****, Intel and Micron will **** Wafers **** in each **** (including the **** Micron will **** such **** Wafers); provided, however, that Micron may **** for any **** Wafers subject to (i) Micron's obtaining Intel's consent ****, (ii) the **** Fiscal Month period limitation described above and (iii) the **** described above; provided further, that, if Intel does not consent to ****, Micron shall, with respect to the **** Wafers in question, ****. Intel shall not **** for any Fiscal Month that **** Wafers **** set forth in the then-existing Response to Forecast for such Fiscal Month.

(h) Variability. Micron will make commercially reasonable efforts to limit the **** variability of the quantity of Binding Forecast Wafers it supplies to no more than **** percent (****%) of the number of Binding Forecast Wafers for such week, and Micron will promptly notify Intel in writing of any inability to timely deliver the Binding Forecast Wafers on the schedule described in the Response to Forecast. If Micron does not make up any shortfall of Binding Forecast Wafers ****, the **** for the Binding Forecast Wafers that are **** in satisfaction of any shortfall remaining upon the conclusion of such **** shall be ****. Any extraordinary costs or fees incurred by Micron to hold excess inventory or make up any shortfall are at Micron's expense.

(i) Yield. Micron will make commercially reasonable efforts to deliver Designated Technology Memory Wafers under this Agreement that have a functional die yield, on a **** basis, of no less than **** percent (****%) below the **** functional die yield for the same product during the same **** at the Lehi Fab or, if such product is not manufactured at Lehi during such ****, at the Facility at which the Designated Technology Memory Wafers of such product were manufactured.

(j) Long Range Forecast. ****, in coordination with IMFT's **** business plan, Intel will provide Micron with a forecast for Designated Technology Memory Wafers for the lesser of **** or the remaining duration of the Term. Micron will provide feedback on those forecasts within a commercially reasonable period of time (or within a time period mutually agreed by the Parties from time-to-time) following IMFT's **** business plan review.

3.2 **** Reviews and Reports. Each **** during the Term, Micron shall provide Intel (and, at Intel's request, IMFT) with a **** report and meet with Intel (and, at Intel's request, IMFT) to discuss **** and the most recent **** report. The monthly report will include ****. At such meetings, the Parties shall define ****.

ARTICLE 4

PURCHASE ORDERS, INVOICING AND PAYMENTS

4.1 Placement of Purchase Orders. Prior to the commencement of every Fiscal Quarter, Intel shall place a purchase order in writing (via e-mail or facsimile transmission) for Designated Technology Memory Wafers to be supplied by Micron for the upcoming Fiscal Quarter during the Term (each such order, a "**Purchase Order**"), which Purchase Order shall request a quantity of Designated Technology Memory Wafers, for any Fiscal Month, that is no less than the Intel Committed Wafers for such Fiscal Month.

4.2 Content of Purchase Orders. Each Purchase Order shall specify the following items: (a) Purchase Order number; (b) description and part number of each different Designated Technology Memory Wafer; (c) forecasted quantity of each different design id; (d) forecasted unit Price and total forecasted Price for each different design id, and total forecasted Price for all Designated Technology Memory Wafers ordered; and (e) other terms (if any).

4.3 Acceptance of Purchase Order. If the quantity requested in a Purchase Order is equal to the quantity set forth in the current Response to Forecast for such upcoming Fiscal Quarter, Micron shall be deemed to accept such Purchase Order. If the quantity requested in such Purchase Order exceeds the quantity set forth in the current Response to Forecast for such upcoming Fiscal Quarter, Micron shall be deemed to accept a quantity under such Purchase Order that is equal to the quantity set forth in the current Response to Forecast and Micron may accept or reject any excess quantities in its sole discretion. If any Purchase Order contains any errors, Micron may accept or reject such Purchase Order, or any portions thereof, in its sole discretion.

4.4 Taxes. All transfer taxes (e.g., goods and services tax, value added tax, sales tax, service tax, business tax, etc.) imposed directly on or solely as a result of the sale, transfer or delivery of Designated Technology Memory Wafers and the payments therefor provided herein shall be stated separately on Micron's invoice, shall be the responsibility of and collected from Intel, and shall be remitted by Micron to the appropriate tax authority ("**Recoverable Taxes**"), unless Intel provides valid proof of tax exemption prior to the effective date of the transfer of the Designated Technology Memory Wafers or otherwise as permitted by law prior to the time Micron is required to pay such taxes to the appropriate tax authority. When property is delivered within jurisdictions in which collection and remittance of taxes by Micron is required by law, Micron shall have sole responsibility for remittance of said taxes to the appropriate tax authorities. In the event such taxes are Recoverable Taxes and Micron does not collect tax from Intel or remit such taxes to the appropriate Governmental Entity on a timely basis, and is subsequently audited by any tax authority, liability of Intel will be limited to the tax assessment for such Recoverable Taxes, with no reimbursement for penalty or interest charges or other amounts incurred in connection therewith. Notwithstanding anything herein to the contrary, taxes other than Recoverable Taxes shall not be reimbursed by Intel, and each Party is responsible for its own respective income taxes (including franchise and other taxes based on net income or a variation thereof), taxes based upon gross revenues or receipts, and taxes with respect to general overhead, including but not limited to business and occupation taxes, and such taxes shall not be Recoverable Taxes.

4.5 Invoicing; Payment. MTI or MSA will invoice Intel on a Fiscal Monthly basis for (a) the Price of the Designated Technology Memory Wafers delivered (and any Intel Committed Wafers that Intel fails to purchase) during the preceding Fiscal Month, and (b) the **** for the preceding Fiscal Month, if any. If any invoice includes the Price of Designated Technology Memory Wafers that constitute **** Wafers, the **** Wafers will be **** the Price of such **** Wafers. All amounts owed under this Agreement shall be stated, calculated and paid in United States Dollars. Except as otherwise specified in this Agreement, Intel shall pay the invoicing entity for the amounts due, owing, and duly invoiced under this Agreement within **** days following delivery of an invoice therefor to such place as the invoicing entity may reasonably direct therein.

4.6 Payment to Subcontractors. Micron shall be responsible for and shall hold Intel harmless for any and all payments to its vendors or subcontractors utilized in the performance of this Agreement.

4.7 **** Wafers.

(a) **** Wafers. Notwithstanding the **** of the aggregate **** associated with the **** Wafers, Micron may **** the **** Wafers in any manner Micron elects, in its sole and absolute discretion, including **** (the "**** **Wafers**"). In the ****, Micron will indicate whether it intends to **** Wafers, but shall not be bound by such indication ****. ****, Micron will **** Wafers at a Process Technology Node level to the extent required to comply with this Agreement.

(b) ****. If Micron ****, Micron will **** (the "****") **** for such **** Wafers; provided, however, that the **** associated with such **** Wafers ****. With respect to the **** Wafers Micron manufactures, Micron will **** in the Fiscal Month that is **** Fiscal Months after the Probe Testing of **** Wafers and will **** within **** Business Days after ****. To the extent the **** cannot be **** in a particular Fiscal Month of Designated Technology Devices, then the ****.

(c) **** Other Products. If Micron **** that was **** the **** Wafers for ****, the Parties will work together to ****.

4.8 **** Reporting and True Up.

(a) Monthly Report. Within **** Business Days after the end of each Intel fiscal month during the Term (and the first Intel fiscal month following the Term if Micron delivers to Intel during such Intel fiscal month Designated Technology Memory Wafers (other than **** Wafers) under this Agreement), Intel shall deliver a report (the "**** **Monthly Report**") that sets forth the following:

(i) ****;

(ii) ****;

(iii) ****;

(iv) ****;

(v) ****; and

(vi) ****.

(b) **** Wafer Adjustment. If a **** exists for an Intel fiscal month during which the **** related to any **** were ****, such **** shall be deemed to be **** Wafers **** in such Intel fiscal month for purposes of Section 4.8(a). In all cases other than that described in the immediately preceding sentence, the **** shall be deemed to be a " ****."

(c) Wafer ****. If a **** exists, then Intel shall **** (a "****") ****. Intel will **** concurrently with Intel's delivery of the applicable **** Monthly Report. Following the Term, Intel may elect **** Wafers, in which case Micron will be entitled to ****.

(d) ****. If a **** exists at the end of any Fiscal Quarter, and the **** shown on the most recent **** Monthly Report is ****, then Intel shall **** within the **** Business Days after the end of such Fiscal Quarter; provided, however, that, if any **** or **** exists in the final **** Monthly Report to be delivered under this Agreement, then (i) if a **** exists, Intel shall **** and (ii) if a **** exists, Micron shall ****, in each case within **** Business Days after the date Intel delivers such **** Monthly Report.

4.9 Record Keeping.

(a) Micron. MTI will, and will cause its Affiliates to, maintain during the Term and for a period of not less than **** following the expiration or termination of this Agreement, in accordance with GAAP and in sufficient detail to enable an audit trail to be established, true and complete books and records of account relating to the calculation of **** and **** (collectively with the other related books and records of Micron maintained in the ordinary course of business, the "**Micron Records**").

(b) Intel. Intel will, and will cause its Affiliates to, maintain during the Term and for a period of not less than **** following the expiration or termination of this Agreement, in accordance with GAAP and in sufficient detail to enable an audit trail to be established, true and complete books and records of account relating to ****, **** Wafers (if any), the **** Monthly Reports and the **** (collectively with the other related books and records of Intel maintained in the ordinary course of business, the "**Intel Records**").

4.10 Financial Audit Rights.

(a) Micron Right. The Parties agree that, at any time during the Term and during the **** period immediately following the expiration or termination of this Agreement, Micron may cause any independent, certified public accounting firm selected and paid by Micron and reasonably acceptable to Intel (the "**Micron Auditor**"), upon not fewer than **** days prior written notice, during normal business hours and at the place Intel (or its Affiliate, as the case may be) regularly keeps the Intel Records, to inspect and audit the Intel Records for the purpose of verifying the compliance of Intel and any of its Affiliates with the terms of this Agreement; provided, however, that Micron may not inspect and audit the Intel Records of any Person

included within Intel more than **** in any **** period. Intel and each of its Affiliates will provide the Micron Auditor with reasonable access to Intel Records and information requested during an audit. Intel Records will be made available to the Micron Auditor under conditions of confidentiality, and it will report to Micron and to Intel whether the terms of this Agreement are being met, including whether ****. Any inspection or audit of the Intel Records under the terms of this Section will be at Micron's sole cost and expense; provided, however, that in the event any audit of the Intel Records discloses any ****, or any other material breach of the obligations of Intel or any of its Affiliates under this Agreement, Intel will reimburse Micron for all reasonable and actually incurred costs and expenses associated with such audit. Failure, including refusal, by Intel or any of its Affiliates to comply with the record keeping, mediation or audit provisions set forth in this Agreement will constitute a material breach of this Agreement by Intel and any such Affiliate and may result in termination of the Agreement by Micron, without prejudice to all other remedies available to Micron under the terms of this Agreement, including the right to monetary damages and to equitable relief.

(b) Intel Right. The Parties agree that, at any time during the Term and during the **** period immediately following the expiration or termination of this Agreement, Intel may cause any independent, certified public accounting firm selected and paid by Intel and reasonably acceptable to Micron (the "**Intel Auditor**"), upon not fewer than **** days prior written notice, during normal business hours and at the place Micron (or its Affiliate, as the case may be) regularly keeps the Micron Records, to inspect and audit the Micron Records for the purpose of verifying the compliance of Micron and any of its Affiliates with the terms of this Agreement; provided, however, that Intel may not inspect and audit the Micron Records of any Person included within Micron more than **** in any **** period. Micron and each of its Affiliates will provide the Intel Auditor with reasonable access to Micron Records and information requested during an audit. Micron Records will be made available to the Intel Auditor under conditions of confidentiality, and it will report to Intel and to Micron whether the terms of this Agreement are being met, including whether ****. Any inspection or audit of the Micron Records under the terms of this Section will be at Intel's sole cost and expense; provided, however, that in the event any audit of the Micron Records discloses any ****, or any other material breach of the obligations of Micron or any of its Affiliates under this Agreement, Micron will reimburse Intel for all reasonable and actually incurred costs and expenses associated with such audit. Failure, including refusal, by Micron or any of its Affiliates to comply with the record keeping, mediation or audit provisions set forth in this Agreement will constitute a material breach of this Agreement by Micron and any such Affiliate and may result in termination of the Agreement by Intel, without prejudice to all other remedies available to Intel under the terms of this Agreement, including the right to monetary damages and to equitable relief.

ARTICLE 5

TITLE, RISK OF LOSS AND SHIPMENT

5.1 Title and Risk of Loss. Intel shall take title to, and assume risk of loss with respect to, the Designated Technology Memory Wafers that are exported from the country of manufacturing using the term **** and for Designated Technology Memory Wafers that are not exported from the country of manufacturing using the term ****, in each case pursuant to ****.

5.2 Packaging. All packaging of the Designated Technology Memory Wafers shall be in conformance with the Specifications, Intel's reasonable instructions, and general industry standards, and shall be reasonably resistant to damage that may occur during transportation. Marking on the packages shall be made by Micron in accordance with Intel's reasonable instructions.

5.3 Shipment. Intel shall provide shipping instructions to Micron, shall bear all shipping costs, and shall directly pay all shipping carriers. All Designated Technology Memory Wafers shall be prepared for shipment in a manner that: (a) follows good commercial practice; (b) is acceptable to common carriers for shipment at the lowest rate; and (c) is adequate to ensure safe arrival. If and to the extent directed by Intel, Micron will mark all containers with necessary lifting, handling, and shipping information, Purchase Order number, date of shipment, and the names of Intel and applicable customer. At Intel's request, Micron will provide drop-shipment of Designated Technology Memory Wafers to Intel's customers. Shipment may be provided by a subcontractor to Micron.

5.4 Customs Clearance. Upon Intel's request, Micron will promptly provide Intel with a statement of origin for all Designated Technology Memory Wafers and with applicable customs documentation for Designated Technology Memory Wafers wholly or partially manufactured outside of the country of import.

ARTICLE 6

WARRANTY; HAZARDOUS MATERIALS; DISCLAIMER

6.1 Warranty. Micron makes the following warranties regarding the Designated Technology Memory Wafers furnished hereunder, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the Designated Technology Memory Wafers:

(a) the Designated Technology Memory Wafers will conform to all agreed Specifications;

(b) the Designated Technology Memory Wafers are free from defects in materials or workmanship; and

(c) Micron has the necessary right, title, and interest to provide the Designated Technology Memory Wafers to Intel and the Designated Technology Memory Wafers will be free of liens and encumbrances affecting title, not including any warranty of non-infringement.

6.2 Warranty Claims. Within a period of time, not to exceed the lesser of the actual warranty period applicable to the end customer for the Designated Technology Memory Wafer at issue or ******** from the date of the delivery of the Designated Technology Memory Wafers at issue to Intel (the "**Warranty Notice Period**"), Intel shall notify Micron if it believes that any Designated Technology Memory Wafer does not meet the warranty set forth in Section 6.1. Intel shall return such Designated Technology Memory Wafers (or Designated Technology Devices manufactured from Designated Technology Memory Wafers, as the case may be) to Micron as directed by Micron. If a Designated Technology Memory Wafer is determined not to be in

compliance with such warranty, then Intel shall be entitled to return such Designated Technology Memory Wafer and cause Micron to replace at Micron's expense or, at Intel's option, receive a credit or refund of any monies paid to Micron in respect of such Designated Technology Memory Wafer. Such credit or refund shall in no event exceed on a per-unit basis the final price paid for the Probed Wafer under this Agreement, and shall not include any transfer taxes paid in respect of the Probed Wafer. The basis for such refund or credit shall be ********. THE FOREGOING REMEDY IS INTEL'S SOLE AND EXCLUSIVE REMEDY FOR MICRON'S FAILURE TO MEET ANY WARRANTY OF SECTION 6.1.

6.3 Hazardous Materials.

(a) If Designated Technology Memory Wafers provided hereunder include Hazardous Materials as determined in accordance with applicable law, Micron represents and warrants that Micron and Micron's employees, agents, and subcontractors actually working with such materials in providing the Designated Technology Memory Wafers hereunder to Intel shall be trained in accordance with applicable law regarding the nature of and hazards associated with the handling, transportation, and use of such Hazardous Materials, as applicable to Micron.

(b) To the extent required by applicable law, Micron shall provide Intel with Material Safety Data Sheets (MSDS) either prior to or accompanying any delivery of Designated Technology Memory Wafers to Intel.

6.4 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE 6, MICRON HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, WITH RESPECT TO THE Designated Technology MEMORY WAFERS PROVIDED UNDER THIS AGREEMENT. THE WARRANTIES WILL NOT APPLY TO: (i) ANY WARRANTY CLAIM OR ISSUE, OR DEFECT TO THE EXTENT CAUSED BY TECHNICAL MATERIALS PROVIDED OR SPECIFIED BY, THROUGH OR ON BEHALF OF INTEL, INCLUDING BUT NOT LIMITED TO PRODUCT DESIGNS, TECHNOLOGY AND TEST PROGRAMS; OR (ii) ANY OF THE Designated Technology MEMORY WAFERS THAT HAVE BEEN REPAIRED OR ALTERED, EXCEPT AS AUTHORIZED BY MICRON, OR WHICH ARE SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT OR ABUSE.

ARTICLE 7

CONFIDENTIALITY

All information provided, disclosed or obtained in the performance of any of the Parties' activities under this Agreement shall be subject to all applicable provisions of the Confidentiality Agreement. Furthermore, the terms and conditions of this Agreement shall be considered “Confidential Information” under the Confidentiality Agreement for which each Party is considered a “Receiving Party” under such agreement. To the extent there is a conflict between this Agreement and the Confidentiality Agreement, the terms of this Agreement shall control.

ARTICLE 8

INDEMNIFICATION

8.1 Mutual General Indemnity. Subject to Article 9, each Indemnifying Party shall indemnify, defend and hold harmless each Indemnified Party from and against any and all Indemnified Losses based on or attributable to any Third Party Claim or threatened Third Party Claim arising under this Agreement and as a result of the negligence, gross negligence or willful misconduct of the Indemnifying Party or any of its respective officers, directors, employees, agents or subcontractors. Notwithstanding the foregoing, this Section 8.1 shall not apply to any claims or losses based on or attributable to intellectual property infringement.

8.2 Indemnification Procedures.

(a) General Procedures. Promptly after the receipt by any Indemnified Party of a notice of any Third Party Claim that an Indemnified Party seeks to be indemnified under this Agreement, such Indemnified Party shall give written notice of such Third Party Claim to the Indemnifying Party, stating in reasonable detail the nature and basis of each allegation made in the Third Party Claim and the amount of potential Indemnified Losses with respect to each allegation, to the extent known, along with copies of the relevant documents received by the Indemnified Party evidencing the Third Party Claim and the basis for indemnification sought. Failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party from liability on account of this indemnification, except if and only to the extent that the Indemnifying Party is actually prejudiced by such failure or delay. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim. The Indemnifying Party shall have the right to assume the defense of the Indemnified Party with respect to such Third Party Claim upon written notice to the Indemnified Party delivered within thirty (30) days after receipt of the particular notice from the Indemnified Party. So long as the Indemnifying Party has assumed the defense of the Third Party Claim in accordance herewith and notified the Indemnified Party in writing thereof, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, it being understood that the Indemnifying Party shall pay all reasonable costs and expenses of counsel for the Indemnified Party after such time as the Indemnified Party has notified the Indemnifying Party of such Third Party Claim and prior to such time as the Indemnifying Party has notified the Indemnified Party that it has assumed the defense of such Third Party Claim; (ii) the Indemnified Party shall not file any papers or, other than in connection with a settlement of the Third Party Claim, consent to the entry of any judgment without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed); and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim (other than a judgment or settlement that is solely for money damages and is accompanied by a release of all indemnifiable claims against the Indemnified Party) without the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed). Whether or not the Indemnifying Party shall have assumed the defense of the Indemnified Party for a Third Party Claim, such Indemnifying Party shall not be obligated to indemnify and hold harmless the Indemnified Party hereunder for any consent to the entry of judgment or settlement

entered into with respect to such Third Party Claim without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Equitable Remedies. In the case of any Third Party Claim where the Indemnifying Party reasonably believes that it would be appropriate to settle such Third Party Claim using equitable remedies, the Indemnifying Party and the Indemnified Party shall work together in good faith to agree to a settlement; provided, however, that no Party shall be under any obligation to agree to any such settlement.

(c) Treatment of Indemnification Payments; Insurance Recoveries. Any indemnity payment under this Agreement shall be decreased by any amounts actually recovered by the Indemnified Party under third party insurance policies with respect to such Indemnified Losses (net of any premiums paid by such Indemnified Party under the relevant insurance policy), each Party agreeing (i) to use all reasonable efforts to recover all available insurance proceeds and (ii) to the extent that any indemnity payment under this Agreement has been paid by the Indemnifying Party to the Indemnified Party prior to the recovery by the Indemnified Party of such insurance proceeds, the amount of such insurance proceeds actually recovered by the Indemnified Party shall be promptly paid to the Indemnifying Party.

(d) Certain Additional Procedures. The Indemnified Party shall cooperate and assist the Indemnifying Party in determining the validity of any Third Party Claim for indemnity by the Indemnified Party and in otherwise resolving such matters. The Indemnified Party shall cooperate in the defense by the Indemnifying Party of each Third Party Claim (and the Indemnified Party and the Indemnifying Party agree with respect to all such Third Party Claim that a common interest privilege agreement exists between them), including (i) permitting the Indemnifying Party to discuss the Third Party Claim with such officers, employees, consultants and representatives of the Indemnified Party as the Indemnifying Party reasonably requests; (ii) providing to the Indemnifying Party copies of documents and samples of products as the Indemnifying Party reasonably requests in connection with defending such Third Party Claim; (iii) preserving all properties, books, records, papers, documents, plans, drawings, electronic mail and databases relating to pertinent matters under the Indemnified Party's custody or control in accordance with such Party's corporate documents retention policies, or longer to the extent reasonably requested by the Indemnifying Party; (iv) notifying the Indemnifying Party promptly of receipt by the Indemnified Party of any subpoena or other third party request for documents or interviews and testimony; (v) providing to the Indemnifying Party copies of any documents produced by the Indemnified Party in response to or compliance with any subpoena or other third party request for documents; and (vi) except to the extent inconsistent with the Indemnified Party's obligations under applicable law and except to the extent that to do so would subject the Indemnified Party or its employees, agents or representatives to criminal or civil sanctions, unless ordered by a court to do otherwise, not producing documents to a third party until the Indemnifying Party has been provided a reasonable opportunity to review, copy and assert privileges covering such documents.

ARTICLE 9

LIMITATION OF LIABILITY

9.1 Damages Limitation. SUBJECT TO SECTION 9.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Remedy. THE PARTIES AGREE THAT TO THE EXTENT A CLAIM ARISES UNDER THIS AGREEMENT, THE CLAIM SHALL BE BROUGHT UNDER THIS AGREEMENT.

9.3 Damages Cap. SUBJECT TO SECTION 9.4, IF EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER ARISING FROM THIS AGREEMENT, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM AN ACT OR OMISSION, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE LIABLE PARTY WITH RESPECT TO ANY BREACH, PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION HEREUNDER WILL NOT EXCEED THE LESSER OF THE ACTUAL DAMAGES ALLOWED HEREUNDER OR TEN MILLION DOLLARS ($10,000,000).

9.4 Exclusions and Mitigation. Section 9.1 and 9.3 will not apply to either Party's breach of Article 7. Section 9.3 will not apply to Intel's or Micron's failure to meet a payment obligation which is due and payable under this Agreement. Each Party shall have a duty to use commercially reasonable efforts to mitigate damages for which the other Party is responsible.

9.5 Losses. Except as provided under Section 8.1, Micron and Intel each shall be responsible for Losses to their respective tangible personal or real property (whether owned or leased), and each Party agrees to look only to their own insurance arrangements with respect to such damages. Micron and Intel waive all rights to recover against each other, including each Party's insurers' subrogation rights, if any, for any loss or damage to their respective tangible personal property or real property (whether owned or leased) from any cause covered by insurance maintained by each of them, including their respective deductibles or self-insured retentions. Notwithstanding the foregoing, in the event of a loss hereunder involving a property, transit or crime event or occurrence that: (a) is insured under Intel's insurance policies; (b) a single insurance deductible applies; and (c) the loss event or occurrence affects the insured ownership or insured legal interests of the Parties, then the Parties shall share the cost of the deductible in proportion to each Party's insured ownership or legal interests in relative proportion to the total insured ownership or legal interests of the Parties.

ARTICLE 10

TERM AND TERMINATION

10.1 Term. The term of this Agreement commences on the Effective Date and continues in effect until the earlier of (a) the seven (7) year anniversary of the PRQ Date, (b) the six (6) month anniversary of the Comparable Trigger Date, (c) the six (6) month anniversary of the date on which a Party receives a notice of termination of this Agreement pursuant to Section 10.2 (other than Section 10.2(a), 10.2(b) or 10.2(c)), (d) the date on which a Party receives a notice of termination of this Agreement pursuant to Section 10.2(b) or 10.2(c), or (e) the date on which a Party receives a notice of termination of this Agreement pursuant to Section 10.2(a), or at the non-breaching Party's election, the six (6) month anniversary of such date, which election will be set forth in the notice (such period of time, the "**Term**").

10.2 Termination. This Agreement may be terminated by:

(a) Intel by written notice to Micron upon a material breach of this Agreement by Micron or by Micron by written notice to Intel upon a material breach of this Agreement by Intel, in each case if such breach remains ninety (90) days following notice by the non-breaching Party; provided, however, that such cure period shall be thirty (30) days if the material breach is a failure to pay monies due under this Agreement;

(b) Intel by written notice to MTI within ninety (90) days after the Escalation Process End Date (as defined in the MALA) if Intel is permitted to terminate this Agreement pursuant to Section 2.6(D)(1) of the MALA;

(c) MTI by written notice to Intel within ninety (90) days after the Escalation Process End Date (as defined in the MALA) if MTI is permitted to terminate this Agreement pursuant to Section 2.6(D)(2) of the MALA;

(d) either Party by written notice to the other Party within ninety (90) days after the occurrence of a termination of the Designated Technology JDPA pursuant to Sections 10.2(g) or 10.2(h) of the Designated Technology JDPA;

(e) Intel by written notice to Micron within ninety (90) days after the occurrence of a termination of the Designated Technology JDPA pursuant to Section 10.2(e) of the Designated Technology JDPA;

(f) Intel by written notice to Micron within ninety (90) days after the occurrence of a termination of the Designated Technology JDPA pursuant to Section 10.2(d)(i) of the Designated Technology JDPA; and

(g) Micron by written notice to Intel within ninety (90) days after the occurrence of a termination of the Designated Technology JDPA pursuant to Section 10.2(d)(ii) of the Designated Technology JDPA.

10.3 Survival. Termination of this Agreement shall not affect any of the Parties' respective rights accrued or obligations owed before termination, including any rights or

obligations of the Parties in respect of any accepted Purchase Orders existing at the time of termination. In addition, the following shall survive termination of this Agreement for any reason: Sections 2.2, 3.1(g), 6.2 and 6.4 and Articles 4, 7, 8, 9, 10 and 11.

ARTICLE 11

MISCELLANEOUS

11.1 Force Majeure Events. The Parties shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for the period of time during which the Force Majeure Event renders performance impossible or infeasible and only if the Party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the other Party specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, "**Force Majeure Event**" means the occurrence of an event or circumstance beyond the reasonable control of the party failing to perform, including (a) explosions, fires, flood, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) acts of federal, state, local or foreign governmental authorities or courts; (d) labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful; (e) failures or fluctuations in electrical power or telecommunications service or equipment; and (f) delays caused by the other Party's nonperformance hereunder.

11.2 Specific Performance. The Parties agree that irreparable damage will result if this Agreement is not performed in accordance with its terms, and the Parties agree that any damages available at law for a breach of this Agreement would not be an adequate remedy. Therefore, the provisions hereof and the obligations of the Parties hereunder shall be enforceable in a court of equity, or other tribunal with jurisdiction, by a decree of specific performance, and appropriate preliminary or permanent injunctive relief may be applied for and granted in connection therewith. Such remedies and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that a Party may have under this Agreement.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party hereto. Neither this Agreement nor any right or obligation hereunder may be assigned or delegated by either Party in whole or in part to any other Person, other than a wholly-owned Subsidiary of a Party, without the prior written consent of the non-assigning Parties. Any purported assignment in violation of the provisions of this Section shall be null and void and have no effect. No assignment or delegation by any Party will relieve or release the delegating Party from any of its liabilities and obligations under this Agreement.

11.4 Compliance with Laws and Regulations. Each of the Parties shall comply with, and shall use reasonable efforts to require that its respective subcontractors comply with, Applicable Laws relating to this Agreement and the performance of a Party's rights hereunder.

11.5 Notice. All notices and other communications hereunder shall be in writing and shall be deemed given upon (a) transmitter's confirmation of a receipt of a facsimile transmission; (b) confirmed delivery by a standard overnight carrier or when delivered by hand; (c) the expiration of five (5) Business Days after the day when mailed in the United States by certified or registered mail, postage prepaid; or (d) delivery in Person, addressed at the following addresses (or at such other address for a party as shall be specified by like notice):

In the case of Micron:

Micron Technology, Inc.
****
****
Attention: ****
Facsimile Number: ****

In the case of Intel:

Intel Corporation
****
****
Attention: ****
Facsimile Number: ****

Either Party may change its address for notices upon giving ten (10) days written notice of such change to the other Party in the manner provided above.

11.6 Waiver. The failure at any time of a Party to require performance by the other Party of any responsibility or obligation required by this Agreement shall in no way affect a Party's right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision of this Agreement by the other Party constitute a waiver of any other breach of the same or any other provision nor constitute a waiver of the responsibility or obligation itself.

11.7 Severability. Should any provision of this Agreement be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but this Agreement shall remain in full force in all other respects. Should any provision of this Agreement be or become ineffective because of changes in Applicable Laws or interpretations thereof, or should this Agreement fail to include a provision that is required as a matter of law, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the Parties hereto shall negotiate in good faith appropriate modifications to this Agreement to reflect those changes that are required by Applicable Law.

11.8 Third Party Rights. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any Person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

11.9 Amendment. This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to this Agreement.

11.10 Entire Agreement. This Agreement and the applicable provisions of the Confidentiality Agreement, which are incorporated herein and made a part hereof, together with the Exhibits and Schedules hereto and the agreements and instruments expressly provided for herein, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

11.11 Choice of Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

11.12 Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Delaware and each of the Parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

11.13 Headings. The headings of the Articles and Sections in this Agreement are provided for convenience of reference only and shall not be deemed to constitute a part hereof.

11.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.15 Insurance. Without limiting or qualifying Micron's liabilities, obligations, or indemnities otherwise assumed by Micron pursuant to this Agreement, Micron shall maintain, at no charge to Intel, with companies acceptable to Intel: Commercial General Liability insurance with limits of liability not less than **** Dollars ($****) per occurrence and including liability coverage for bodily injury or property damage ****. Micron's insurance shall be primary with respect to liabilities assumed by Micron in this Agreement to the extent such liabilities are the subject of Micron's insurance, and any applicable insurance maintained by Intel shall be excess and non-contributing. The above coverage shall name Intel as additional insured as respects Micron's work or services provided to or on behalf of Intel.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the Parties hereto as of the Effective Date.

INTEL CORPORATION

By: /s/ Brian Krzanich

Brian Krzanich
Senior Vice President, Chief Operating Officer

MICRON SEMICONDUCTOR ASIA PTE. LTD.

By: /s/ Brian J. Shields

Brian J. Shields
Senior Managing Director and Chairman

MICRON TECHNOLOGY, INC.

By: /s/ D. Mark Durcan

D. Mark Durcan
Chief Executive Officer

THIS IS THE SIGNATURE PAGE FOR THE
PRODUCT SUPPLY AGREEMENT BY AND AMONG
INTEL CORPORATION, MICRON SEMICONDUCTOR ASIA PTE. LTD.
AND MICRON TECHNOLOGY, INC.

EXHIBIT A
DEFINITIONS

"****** Wafers**" means, with respect to a ********, the ********, which ******** shall be ******** if Intel's ******** is ******** any subsequent ******** by a ********.

"**Agreement**" shall have the meaning set forth in the preamble to this Agreement.

"**Applicable Law**" means any applicable laws, statutes, rules, regulations, ordinances, orders, codes, arbitration awards, judgments, decrees or other legal requirements of any Governmental Entity.

"********" means, with respect to ******** Wafers, the aggregate ******** by Micron on the Designated Technology Devices contained on such ******** Wafers ******** such Designated Technology Devices were the Designated Technology Devices that ******** in the Fiscal Month that is ******** Fiscal Months following the Fiscal Month in which such ******** Wafers were Probe Tested.

"**Binding Forecast Wafers**" shall have the meaning set forth in Section 3.1(c).

"**Business Day**" means a day that is not a Saturday, Sunday or other day on which commercial banking institutions in the State of New York are authorized or required by Applicable Law to be closed.

"********" means a ********.

"********" means a ********.

"**Comparable Trigger Date**" shall have the meaning set forth in the Designated Technology JDPA.

"**Confidentiality Agreement**" means that certain Second Amended and Restated Mutual Confidentiality Agreement, dated as of the Effective Date, by and among Intel, MTI, Micron Semiconductor Asia Pte Ltd., Intel Technology Asia Pte. Ltd., IMFT, and IM Flash Singapore, LLP, as amended.

"****** Designated Technology Device**" means a Designated Technology Device that ********.

"****** Monthly Report**" shall have the meaning set forth in Section 4.8(a).

"****** Product**" means ********. For clarity, " ******** Product" includes any ********. Notwithstanding the foregoing, ******** Product will not be construed to cover ********.

"********" shall have the meaning set forth in Section 2.1.

"**Demand Forecast**" shall have the meaning set forth in Section 3.1(a).

"**Designated Technology Device**" shall have the meaning set forth in the Designated Technology Joint Development Program Agreement for so long as that agreement is in effect

and, following termination of such agreement, "Designated Technology Device" shall thereafter have the meaning as it existed on the last day of the term of such agreement.

"**Designated Technology JDPA"** means that Designated Technology Joint Development Program Agreement, dated as of February 27, 2012, by and between Intel and MTI, as amended.

"**Designated Technology Memory Wafer**" means a Prime Wafer that has been processed to the point of containing multiple Designated Technology Devices and that has undergone Probe Testing, but before singulation of said die into individual semiconductor die.

"**Effective Date**" shall have the meaning set forth in the preamble to this Agreement.

"**Excursion**" means an occurrence during production that is outside normal historical behavior as established by the Parties in writing in the applicable Specifications which may impact performance, quality, reliability or delivery commitments hereunder for Designated Technology Memory Wafers.

"**Facility**" means any facility at which Designated Technology Memory Wafers are manufactured for the purposes of this Agreement.

"**Fiscal Month**" means any of the twelve financial accounting months within Micron's Fiscal Year.

"**Fiscal Quarter**" means any of the four financial accounting quarters within Micron's Fiscal Year.

"**Fiscal Year**" means the fiscal year of Micron for financial accounting purposes.

"********" means, with respect to a particular Fiscal Month, the difference of (i) the ******** for Designated Technology Memory Wafers Probe Tested in such Fiscal Month, minus (ii) ******** for Designated Technology Memory Wafers Probe Tested in such Fiscal Month. The Parties will work together to ensure that ******** under this Agreement are not also ******** (as defined in such agreements).

"********" shall have the meaning set forth in Section 3.1(f)(iii).

"********" means, with respect to a particular Fiscal Month, a number of Designated Technology Memory Wafers equal to the ******** Wafers for such Fiscal Month ********.

"********" shall have the meaning set forth in Section 4.8(a)(iii).

"**Force Majeure Event**" shall have the meaning set forth in Section 11.1.

"****** Wafers**" shall have the meaning set forth in Section 3.1(f)(iii).

"****** Wafers**" means, for a particular Fiscal Month in which there are ******** Wafers, the ********.

"********" means, for a particular Fiscal Month, (i) if such Fiscal Month has four (4) weeks, ******** Designated Technology Memory Wafers and (ii) if such Fiscal Month has five (5) weeks ******** Designated Technology Memory Wafers.

"**GAAP**" means United States generally accepted accounting principles as in effect from time to time.

"**Governmental Entity**" means any governmental authority or entity, including any agency, board, bureau, commission, court, municipality, department, subdivision or instrumentality thereof, or any arbitrator or arbitration panel.

"**Hazardous Materials**" means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations and standards.

"**IMFT"** means IM Flash Technologies LLC, a Delaware limited liability company.

"**IMFT Services Agreement**" means that certain Services Agreement among IMFT, Intel and MTI dated as of September 18, 2009, as amended, including by that certain First Amendment to Services Agreement (IMFT Services to Intel) among IMFT, Intel and MTI dated as of the Effective Date.

"**IMFT Supply Agreement - Intel**" means that certain Amended and Restated Supply Agreement between IMFT and Intel dated as of the Effective Date, as amended.

"**IMFT Supply Agreement - Micron**" means that certain Amended and Restated Supply Agreement between IMFT and MTI dated as of the Effective Date, as amended.

"**IMFT Supply Agreements**" means the IMFT Supply Agreement - Intel and the IMFT Supply Agreement - Micron.

"**Indemnified Losses**" means all direct, out-of-pocket liabilities, damages, losses, costs and expenses of any nature incurred by an Indemnified Party, including reasonable attorneys' fees and consultants' fees, and all damages, fines, penalties and judgments awarded or entered against an Indemnified Party, but specifically excluding any special, consequential or other types of indirect damages.

"**Indemnified Party**" means any of the following to the extent entitled to seek indemnification under this Agreement: Intel, Micron, and their respective affiliates, officers, directors, employees, agents, assigns and successors.

"**Indemnifying Party**" means the Party owing a duty of indemnification to an Indemnified Party with respect to a particular Third Party Claim.

"**Intel**" shall have the meaning set forth in the preamble to this Agreement.

"**Intel Auditor**" shall have the meaning set forth in Section 4.10(b).

"**Intel Committed Wafers**" shall have the meaning set forth in Section 3.1(d).

"**Intel Records**" shall have the meaning set forth in Section 4.9(b).

"**JDP Committee**" means that JDP Committee as defined in the Designated Technology JDPA.

"**Lehi Fab**" shall have the meaning ascribed to it in the Operating Agreement.

"**Losses**" means, collectively, any and all insurable liabilities, damages, losses, costs and expenses (including reasonable attorneys' and consultants' fees and expenses).

"****** Wafers**" shall have the meaning set forth in Section 3.1(g).

"**MALA"** means the ********.

"********" means, for a particular Fiscal Month, an amount equal to the difference of (i) the aggregate ******** for all ******** Wafers that were Probe Tested ******** Fiscal Months prior to such Fiscal Month, minus (ii) the aggregate ******** for all ******** Wafers sold in such Fiscal Month.

"********" shall have the meaning set forth in Section 4.7(b).

"****** Wafers**" shall have the meaning set forth in Section 4.7(a).

"**Micron**" shall have the meaning set forth in the preamble to this Agreement.

"**Micron Auditor**" shall have the meaning set forth in Section 4.10(a).

"**Micron Records**" shall have the meaning set forth in Section 4.9(a).

"********" means a number of Designated Technology Memory Wafers equal to the product of (i) ********, multiplied by (ii) the difference of (a) ******** percent (********%), minus (b) the product of (I) ******** percent (********%), multiplied by (II) Q, where "Q" equals ******** depending on when the ******** falls as described in the following chart:

If the ******** occurs in one of the following ******** Fiscal ******** periods of the then-existing ********:	then Q equals:
Fiscal ******** through ********:	********
Fiscal ******** through ********:	********
Fiscal ******** through ********:	********
Fiscal ******** through ********:	********

"********" means, with respect to ******** Wafers, an amount equal to the sum of (i) the aggregate ******** for the ********, plus (ii) the aggregate ******** with the Designated Technology Devices contained on such ******** Wafers ********.

"**Modified GAAP**" means GAAP, except that: (i) stock-related expenses (including stock options, restricted stock, stock appreciation rights, restricted stock units, stock purchase programs or any award based on equity of MTI or Intel) associated with the seconded individuals to IMFT will not be recorded or disclosed in the financial statements of IMFT; and (ii) the value of any asset contributed or otherwise transferred to IMFT from MTI or Intel shall be the value as agreed upon by MTI and Intel at the time of the contribution or transfer, as applicable, and, if such asset is to be depreciated or amortized under GAAP, the useful life and method of depreciation or amortization for such assets shall be determined by applying the accounting policies used by IMFT for like assets. The value of the Lehi Property (as defined in the Operating Agreement) shall be Two Hundred Twenty Million ($220,000,000).

"**MSA**" shall have the meaning set forth in the preamble to this Agreement.

"**MTI**" shall have the meaning set forth in the preamble to this Agreement.

"********" means a device whose primary purpose is to ********. The ******** is compliant with ******** and does not perform ********.

"********" shall have the meaning set forth in Section 4.8(a)(vi).

"********" shall have the meaning set forth in Section 4.8(a)(vi).

"**Operating Agreement**" means that Second Amended and Restated Limited Liability Company Operating Agreement of IM Flash Technologies, LLC, dated as of the Effective Date, between Intel and MTI, as amended.

"**Party**" shall have the meaning set forth in the preamble to this Agreement.

"********" means, at any particular time, the ******** of Designated Technology Memory Wafers included in ********.

"********" means, with respect to a particular ********, the Fiscal Month in which such ******** exists; provided, however, that, if the ******** exists in ******** Fiscal Month ********, the ******** Fiscal Month in which such ******** exists in ******** will be the ********.

"**Person**" means any natural person and any corporation, firm, partnership, trust, estate, limited liability company, or other entity resulting from any form of association.

"**Price**" means the calculation referenced on Schedule 4.5.

"**Prime Wafer**" means the raw silicon wafers required, on a product-by-product basis, for the manufacturer.

"**Probe Testing**" means testing, using a wafer test program as set forth in the applicable Specifications, of a wafer that has completed all processing steps deemed necessary to complete the creation of the desired Designated Technology Devices in the die on such wafer, the purpose of which test is to determine how many and which of the die meet the applicable criteria for such die set forth in the Specifications.

"**Process Technology Node**" means a process with a known feature size or number of tiers or decks that is differentiated from another or others that have a different feature size or number of tiers or decks that yields at least a **** percent (****%) difference in **** relative to each other. For clarity, a difference in the number of **** shall not be considered a different process node for purposes of this definition of "Process Technology Node."

"**PRQ Date**" means the earlier of (i) "PRQ Date" as specified in a statement of work last adopted by the JDP Committee or (ii) December 31, 2014.

"**Purchase Order**" shall have the meaning set forth in Section 4.1.

"**Recoverable Taxes**" shall have the meaning set forth in Section 4.4.

"****" means, with respect to a Designated Technology Memory Wafer with a particular design id, the **** such Designated Technology Memory Wafer, ****. The **** shall be those relating to the **** so long as the design id in question **** during the applicable Fiscal **** (whether or not the Probed Wafers supplied hereunder during such Fiscal **** were ****). If the design id in question **** during the applicable Fiscal ****, then the various **** shall be those relating to the **** (or was ****, as the case may be) in question. Notwithstanding anything herein to the contrary, in the event Intel **** in any Fiscal **** pursuant to ****, then the **** for such Fiscal **** shall exclude any **** that may have otherwise resulted from the ****.

"**Response to Forecast**" shall have the meaning set forth in Section 3.1(b).

"**Specifications**" means those specifications used to describe, characterize, and define the yield, quality and performance of the Designated Technology Memory Wafers, including any interim performance specifications at Probe Testing, as such specifications may be agreed from time to time by the Parties; provided, however, that (i) if a design id is being manufactured in the Lehi Fab, the Specifications for each design id shall be the same as the specifications for such design id applicable to Intel pursuant to the IMFT Supply Agreement - Intel; and (ii) if a design id is not being manufactured in the Lehi Fab, the Specifications for that design id shall be as established by the JDP Committee.

"**Subsidiary**" means as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

"********" shall have the meaning set forth in Section 3.1(e)(i).

"********" shall have the meaning set forth in Section 3.1(e)(i).

"********" shall have the meaning set forth in Section 3.1(e)(i).

"********" shall have the meaning set forth in Section 4.8(b).

"**Term**" shall have the meaning set forth in Section 10.1.

"**Third Party Claim**" means any claim, demand, action, suit or proceeding, and any actual or threatened lawsuit, complaint, cross-complaint or counter-complaint, arbitration or other legal or arbitral proceeding of any nature, brought in any court, tribunal or judicial forum anywhere in the world, regardless of the manner in which such proceeding is captioned or styled, by any Person other than Intel, Micron and affiliates of the foregoing, against an Indemnified Party, in each case alleging entitlement to any Indemnified Losses pursuant to any indemnification obligation under this Agreement.

"********" means, with respect to Designated Technology Memory Wafers of a particular designs id, the ******** for such Designated Technology Memory Wafers, ******** (i) if such Designated Technology Memory Wafers ******** or (i) if such Designated Technology Memory Wafers ********, and, in each case, assuming ********.

"********" means, with respect to Designated Technology Memory Wafers of a particular designs id, the aggregate ******** a Designated Technology Memory Wafer (********).

"********" shall have the meaning set forth in Section 4.8(c).

"**Warranty Notice Period**" shall have the meaning set forth in Section 6.2.

SCHEDULE 4.5
PRICE

****

EXHIBIT 10.113

CONFIDENTIAL TREATMENT:

MICRON TECHNOLOGY, INC. HAS REQUESTED THAT THE OMITTED PORTIONS OF THIS DOCUMENT, WHICH ARE INDICATED BY ASTERISKS, BE AFFORDED CONFIDENTIAL TREATMENT PURSUANT TO RULE 24b-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934. MICRON TECHNOLOGY, INC. HAS SEPARATELY FILED THE OMITTED PORTIONS OF THE DOCUMENT WITH THE SECURITIES AND EXCHANGE COMMISSION.

WAFER SUPPLY AGREEMENT

This WAFER SUPPLY AGREEMENT (this "**Agreement**") is made and entered into as of this 6th day of April, 2012 (the "**Effective Date**"), by and between Intel Corporation, a Delaware corporation ("**Intel**"), Micron Semiconductor Asia Pte. Ltd., a Singapore corporation ("**MSA**") and Micron Technology, Inc., a Delaware corporation ("**MTI**" and, together with MSA, collectively, "**Micron**"). Each of Intel, MSA and MTI may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Simultaneous with the execution of this Agreement, (1) Micron, or an affiliate of Micron, is acquiring (a) from IM Flash Technologies, LLC, a Delaware limited liability company ("**IMFT**") IMFT's assets located at MTI's wafer fabrication plant located in Manassas, Virginia, USA pursuant to that certain MTV Asset Purchase and Sale Agreement dated as of the Effective Date (the "**IMFT PSA**"), and (b) from IM Flash Singapore, LLP, a Singapore limited liability partnership ("**IMFS**") substantially all of its business and assets pursuant to that certain IMFS Business Sale Agreement dated as of February 27, 2012 (the "**IMFS BSA**"); and (2) Intel, or an affiliate of Intel, is acquiring from IMFT and IMFS (a) Probed Wafers owned by IMFT that, prior to the Effective Date, had been intended to be used to make NAND Flash Memory Products for Intel or an affiliate of Intel and (b) Probed Wafers owned by IMFS that, prior to the Effective Date, had been intended to be used to make NAND Flash Memory Products for Intel or an affiliate of Intel.

B. As a result of the acquisitions described in Recital A, MTI and certain of its affiliates are, as of the Effective Date, engaged in the manufacture of NAND Flash Memory Wafers. In addition, MTI and certain of its affiliates may engage in the manufacture of Designated Technology Wafers in the future.

C. Micron desires to supply and Intel desires to purchase Probed Wafers upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound do hereby agree as follows.

ARTICLE 1

DEFINITIONS; CERTAIN INTERPRETIVE MATTERS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A.

1.2 Certain Interpretive Matters.

(a) Unless the context requires otherwise, (i) all references to Sections, Articles, Recitals, Exhibits or Schedules are to Sections, Articles, Recitals, Exhibits or Schedules of or to this Agreement; (ii) each of the Schedules will apply only to the corresponding Section or subsection of this Agreement; (iii) words in the singular include the plural and vice versa; (iv) the term "including" means "including without limitation"; and (v) the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Agreement as a whole and not to any individual Section or portion hereof. All references to $ or dollar amounts will be to lawful currency of the United States of America. All references to "day" or "days" will mean calendar days and all references to "quarter(ly)", "month(ly)" or "year(ly)" will mean Fiscal Quarter, Fiscal Month or Fiscal Year, respectively.

(b) No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or such provision.

ARTICLE 2
GENERAL OBLIGATIONS

2.1 Supply and Purchase. Subject to the terms and conditions of this Agreement (including Section 3.1(b)(i)(B)), Micron will supply to Intel and Intel will purchase from Micron (a) beginning on the Effective Date and continuing until the end of the Term, **** WOPW of Probed Wafers; and (b) all Probed Wafers **** that Micron (or an affiliate of Micron) **** for Intel or an affiliate of Intel that **** (the "**** **Wafers**" and, together with the Probed Wafers described in clause (a), collectively, the "**Minimum Commitment**").

2.2 Traceability and Data Retention. Micron agrees to maintain, or cause its relevant affiliates to maintain, its production data relating to the Probed Wafers supplied hereunder for a minimum of **** years. At Intel's request, Micron will make available **** as well as **** for Probed Wafers supplied to Intel hereunder. The Parties will exchange mutually agreed Probed Wafer manufacturing data via electronic or other means as mutually agreed by the Parties. At Intel's request, Micron will also make available such data electronically to IMFT pursuant to the IMFT Services Agreement.

2.3 Control; Processes. Micron will, or will cause its relevant affiliates to, review with Intel any control and process mechanisms applicable to the manufacture of all Probed Wafers sold by Micron under this Agreement, including but not limited to such mechanisms that are utilized to meet or exceed the Specifications for the Probed Wafers. The Parties agree to work together in good faith to define mutually agreeable control and process mechanisms including the following: ****; provided, however, that Micron will not be required to bear any expense relating to Intel's

control and process mechanism requests that are in addition to those used by Micron or its relevant affiliates. Micron will promptly notify Intel or IMFT of ********.

2.4 Additional Customer Requirements. Intel will inform Micron in writing of any auditable supplier requirements of Intel's customers relating to any Facility at which Probed Wafers are manufactured. The Parties will work together in good faith to implement such requirements in a commercially reasonable manner.

2.5 ******** Restrictions. Without the prior written approval of Intel or Intel's designee at IMFT, Micron shall not ******** with respect to the Probed Wafers Micron supplies to Intel pursuant to this Agreement.

2.6 Production Masks. Unless otherwise agreed with Intel, Micron or its subcontractors will be responsible to obtain, maintain, repair and replace masks used in the production of Probed Wafers outside of the Lehi Fab. Production masks will be repaired and replaced solely at mask operations that have been approved by Intel, which approval shall not be unreasonably withheld or delayed.

ARTICLE 3
FORECASTING; TAKE OR PAY

3.1 Forecasting.

(a) Demand Forecast. Intel will provide Micron, either directly or via IMFT pursuant to the IMFT Services Agreement, each Fiscal Month during the Term beginning in the next full Fiscal Month following the Effective Date, with a written demand forecast of its Probed Wafer needs, in quantities sufficient to satisfy the Minimum Commitment applicable for the current Fiscal Quarter plus the next ******** Fiscal Quarters (the "**Demand Forecast**"). Intel will base the Demand Forecast on Lehi Fab yield forecasts provided by IMFT and the JDP Committees. The Demand Forecast will include desired Probed Wafer breakout by design id, Process Technology Node, process revision and probe test revision. In addition, the Demand Forecast will include the level of Probe Testing, marking specification and packaging requirements, requested delivery date and place of delivery for the Probed Wafers, which information will be updated by Intel on a weekly basis as necessary. Attached as Exhibit B is the initial Demand Forecast, which shall be deemed to have been accepted by Micron in a Response to Forecast (as defined below).

(b) Boundary Conditions. In its Response to Forecast, Micron may reject the Demand Forecast to the extent the Demand Forecast does not comply with the following boundary conditions:

(i) ********:

(A) ********;

(B) ********; and

(C) ********.

(ii) ****.

(iii) ****.

(iv) ****.

(c) Response to Forecast. Within a commercially reasonable period of time (or within a time period mutually agreed by the Parties from time-to-time) following Micron's actual, direct receipt of each Demand Forecast, Micron shall furnish Intel with a written response indicating what portion of the Demand Forecast that Micron will commit to supply (the "**Response to Forecast**"). In each Response to Forecast, Micron will commit to supply quantities sufficient to satisfy the Minimum Commitment. In each Response to Forecast relating to any Demand Forecast periods between **** and the end of the Term, Micron may **** requested in the Demand Forecast, and ****, provided that Micron has provided notice of any such **** months in advance and for so long as **** are of the ****. In each Response to Forecast, Micron will indicate the Facility from which Micron intends to supply each Probed Wafer, provided that Micron reserves the right to change the manufacturing Facility (i) in response to design id mix changes Intel makes pursuant to Section 3.1(d) and (ii) in order to ensure Micron can satisfy its performance obligations hereunder. Notwithstanding the foregoing, in no event will Micron supply Probed Wafers from a Facility at which the design id in question has not achieved qualification as established by the applicable JDP Committee.

(d) Binding Forecast Wafers. The Probed Wafers scheduled for sale to Intel under this Agreement within the first **** of each Demand Forecast that has been accepted by Micron in the Response to Forecast are deemed to be firm commitments and shall be binding on the Parties (the "**Binding Forecast Wafers**"), provided that Intel may change the design id mix within any Process Technology Node in a Demand Forecast at any time until **** prior to the scheduled loading of the wafers in question and Micron shall commit to supply the requested design id mix changes in a revised Response to Forecast so long as the changes comply with the terms of Section 3.1(b) and this Section 3.1(d).

(e) Variability. Micron will make commercially reasonable efforts to limit the **** variability of the quantity of Binding Forecast Wafers it supplies to no more than **** percent (****%) of the number of Binding Forecast Wafers for such week, and Micron will promptly notify Intel in writing of any inability to timely deliver the Binding Forecast Wafers. If Micron does not make up any shortfall of Binding Forecast Wafers for any given design id ****, the **** for the Probed Wafers that are **** in satisfaction of any shortfall remaining upon the conclusion of such **** shall be ****. Any extraordinary costs or fees incurred by Micron to hold excess inventory or make up any shortfall are at Micron's expense.

(f) Yield. Micron will make commercially reasonable efforts to deliver Probed Wafers under this Agreement that have a functional die yield, on a **** basis, of no less than **** percent (****%) below the **** functional die yield for the same product during the same **** at the Lehi Fab or, if such product is not manufactured at Lehi during such ****, at the Facility at which the Probed Wafers of such product were manufactured.

(g) Long Range Forecast. ****, in coordination with IMFT's **** business plan, Intel will provide Micron with a forecast for its Minimum Commitment for the lesser of **** or

the remaining duration of the Term. Micron will provide feedback on those forecasts within a commercially reasonable period of time (or within a time period mutually agreed by the Parties from time-to-time) following IMFT's **** business plan review.

3.2 Take or Pay.

(a) If Intel fails to purchase all Binding Forecast Wafers, Intel still shall be obligated to pay the Price for the Binding Forecast Wafers it fails to purchase.

(b) If Intel fails to provide a Demand Forecast that satisfies the Minimum Commitment in any period, Intel shall be obligated to pay the Price for the balance of the Minimum Commitment not purchased by Intel ("**Foregone Wafers**").

3.3 **** Reviews and Reports. Each **** during the Term, Micron shall provide Intel (and, at Intel's request, IMFT) with a **** report and meet with Intel (and, at Intel's request, IMFT) to discuss **** and the most recent **** report. The **** report will include ****. At such meetings the Parties shall define ****.

ARTICLE 4
PURCHASE ORDERS, INVOICING AND PAYMENTS

4.1 Placement of Purchase Orders. Prior to the commencement of every Fiscal Quarter, Intel shall place a non-cancelable blanket purchase order in writing (via e-mail or facsimile transmission) for Probed Wafers to be supplied by Micron for the upcoming Fiscal Quarter during the Term (each such order, a "**Purchase Order**"), which Purchase Order shall request a quantity of Probed Wafers that is no less than the quantity set forth in the current Response to Forecast for such upcoming Fiscal Quarter.

4.2 Content of Purchase Orders. Each Purchase Order shall specify the following items: (a) Purchase Order number; (b) description and part number of each different Probed Wafer; (c) forecasted quantity of each different design id; (d) forecasted unit Price and total forecasted Price for each different design id, and total forecasted Price for all Probed Wafers ordered; and (e) other terms (if any).

4.3 Acceptance of Purchase Order. If the quantity requested in a Purchase Order is equal to the quantity set forth in the current Response to Forecast for such upcoming Fiscal Quarter, Micron shall be deemed to accept such Purchase Order. If the quantity requested in such Purchase Order exceeds the quantity set forth in the current Response to Forecast for such upcoming Fiscal Quarter, Micron shall be deemed to accept a quantity under such Purchase Order that is equal to the quantity set forth in the current Response to Forecast and Micron may accept or reject any excess quantities in its sole discretion. If any Purchase Order contains any errors, Micron may accept or reject such Purchase Order, or any portions thereof, in its sole discretion.

4.4 Taxes. All transfer taxes (e.g., goods and services tax, value added tax, sales tax, service tax, business tax, etc.) imposed directly on or solely as a result of the sale, transfer or delivery of Probed Wafers and the payments therefor provided herein shall be stated separately on Micron's invoice, shall be the responsibility of and collected from Intel, and shall be remitted by Micron to the appropriate tax authority ("**Recoverable Taxes**"), unless Intel provides valid proof of tax

exemption prior to the effective date of the transfer of the Probed Wafers or otherwise as permitted by law prior to the time Micron is required to pay such taxes to the appropriate tax authority. When property is delivered within jurisdictions in which collection and remittance of taxes by Micron is required by law, Micron shall have sole responsibility for remittance of said taxes to the appropriate tax authorities. In the event such taxes are Recoverable Taxes and Micron does not collect tax from Intel or remit such taxes to the appropriate Governmental Entity on a timely basis, and is subsequently audited by any tax authority, liability of Intel will be limited to the tax assessment for such Recoverable Taxes, with no reimbursement for penalty or interest charges or other amounts incurred in connection therewith. Notwithstanding anything herein to the contrary, taxes other than Recoverable Taxes shall not be reimbursed by Intel, and each Party is responsible for its own respective income taxes (including franchise and other taxes based on net income or a variation thereof), taxes based upon gross revenues or receipts, and taxes with respect to general overhead, including but not limited to business and occupation taxes, and such taxes shall not be Recoverable Taxes.

4.5 Invoicing; Payment. MTI or MSA (or at their option an affiliate of either) will invoice Intel on a Fiscal Monthly basis for: (a) the Price of the Probed Wafers delivered during the preceding Fiscal Month; (b) the Price of the Binding Forecast Wafers Intel fails to purchase that were to be delivered during the preceding Fiscal Month (as contemplated by Section 3.2(a)); and (c) the Foregone Wafers that, had they been forecast, would have become Binding Forecast Wafers during the preceding Fiscal Month (as contemplated by Section 3.2(b)). All amounts owed under this Agreement shall be stated, calculated and paid in United States Dollars. Except as otherwise specified in this Agreement, Intel shall pay the invoicing entity for the amounts due, owing, and duly invoiced under this Agreement within **** days following delivery of an invoice therefor to such place as the invoicing entity may reasonably direct therein. Notwithstanding the foregoing, as of each invoice due date, MTI may apply, or at Intel's direction will apply, one dollar ($1.00) from the Deposit Amount toward every one dollar ($1.00) invoiced under this Agreement until the Deposit Amount is exhausted, except that the Deposit Amount will not be applied to the Price of the **** Wafers.

4.6 Payment to Subcontractors. Micron shall be responsible for and shall hold Intel harmless for any and all payments to its vendors or subcontractors utilized in the performance of this Agreement.

ARTICLE 5
TITLE, RISK OF LOSS AND SHIPMENT

5.1 Title and Risk of Loss. Intel shall take title to, and assume risk of loss with respect to, the Probed Wafers that are exported from the country of manufacturing using the term **** and for Probed Wafers that are not exported from the country of manufacturing using the term ****, in each case pursuant to ****.

5.2 Packaging. All packaging of the Probed Wafers shall be in conformance with the Specifications, Intel's reasonable instructions, and general industry standards, and shall be reasonably resistant to damage that may occur during transportation. Marking on the packages shall be made by Micron in accordance with Intel's reasonable instructions.

5.3 Shipment. Intel shall provide shipping instructions to Micron, shall bear all shipping costs, and shall directly pay all shipping carriers. All Probed Wafers shall be prepared for shipment in a manner that: (a) follows good commercial practice; (b) is acceptable to common carriers for shipment at the lowest rate; and (c) is adequate to ensure safe arrival. If and to the extent directed by Intel, Micron will mark all containers with necessary lifting, handling, and shipping information, Purchase Order number, date of shipment, and the names of Intel and applicable customer. At Intel's request, Micron will provide drop-shipment of Probed Wafers to Intel's customers. Shipment may be provided by a subcontractor to Micron.

5.4 Customs Clearance. Upon Intel's request, Micron will promptly provide Intel with a statement of origin for all Probed Wafers and with applicable customs documentation for Probed Wafers wholly or partially manufactured outside of the country of import.

ARTICLE 6
WARRANTY; HAZARDOUS MATERIALS; DISCLAIMER

6.1 Warranty. Micron makes the following warranties regarding the Probed Wafers furnished hereunder, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the Probed Wafers:

(a) the Probed Wafers will conform to all agreed Specifications;

(b) the Probed Wafers are free from defects in materials or workmanship; and

(c) Micron has the necessary right, title, and interest to provide the Probed Wafers to Intel and the Probed Wafers will be free of liens and encumbrances affecting title, not including any warranty of non-infringement.

6.2 Warranty Claims. Within a period of time, not to exceed the lesser of the actual warranty period applicable to the end customer for the Probed Wafer at issue or ******** from the date of the delivery of the Probed Wafers at issue to Intel (the "**Warranty Notice Period**"), Intel shall notify Micron if it believes that any Probed Wafer does not meet the warranty set forth in Section 6.1. Intel shall return such Probed Wafers (or NAND Flash Memory Products or Designated Technology Products manufactured from Probed Wafers, as the case may be) to Micron as directed by Micron. If a Probed Wafer is determined not to be in compliance with such warranty, then Intel shall be entitled to return such Probed Wafer and cause Micron to replace at Micron's expense or, at Intel's option, receive a credit or refund of any monies paid to Micron in respect of such Probed Wafer. Such credit or refund shall in no event exceed on a per-unit basis the final price paid for the Probed Wafer under this Agreement, and shall not include any transfer taxes paid in respect of the Probed Wafer. The basis for such refund or credit shall be ********. THE FOREGOING REMEDY IS INTEL'S SOLE AND EXCLUSIVE REMEDY FOR MICRON'S FAILURE TO MEET ANY WARRANTY OF SECTION 6.1.

6.3 Hazardous Materials.

(a) If Probed Wafers provided hereunder include Hazardous Materials as determined in accordance with applicable law, Micron represents and warrants that Micron and Micron's employees, agents, and subcontractors actually working with such materials in providing

the Probed Wafers hereunder to Intel shall be trained in accordance with applicable law regarding the nature of and hazards associated with the handling, transportation, and use of such Hazardous Materials, as applicable to Micron.

(b) To the extent required by applicable law, Micron shall provide Intel with Material Safety Data Sheets (MSDS) either prior to or accompanying any delivery of Probed Wafers to Intel.

6.4 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE 6, MICRON HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, WITH RESPECT TO THE PROBED WAFERS PROVIDED UNDER THIS AGREEMENT. THE WARRANTIES WILL NOT APPLY TO: (a) ANY WARRANTY CLAIM OR ISSUE, OR DEFECT TO THE EXTENT CAUSED BY TECHNICAL MATERIALS PROVIDED OR SPECIFIED BY, THROUGH OR ON BEHALF OF INTEL, INCLUDING BUT NOT LIMITED TO PRODUCT DESIGNS, TECHNOLOGY AND TEST PROGRAMS; OR (b) ANY OF THE PROBED WAFERS THAT HAVE BEEN REPAIRED OR ALTERED, EXCEPT AS AUTHORIZED BY MICRON, OR WHICH ARE SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT OR ABUSE.

ARTICLE 7
CONFIDENTIALITY

All information provided, disclosed or obtained in the performance of any of the Parties' activities under this Agreement shall be subject to all applicable provisions of the Confidentiality Agreement. Furthermore, the terms and conditions of this Agreement shall be considered “Confidential Information” under the Confidentiality Agreement for which each Party is considered a “Receiving Party” under such agreement. To the extent there is a conflict between this Agreement and the Confidentiality Agreement, the terms of this Agreement shall control.

ARTICLE 8
INDEMNIFICATION

8.1 Mutual General Indemnity. Subject to Article 9, each Indemnifying Party shall indemnify, defend and hold harmless each Indemnified Party from and against any and all Indemnified Losses based on or attributable to any Third Party Claim or threatened Third Party Claim arising under this Agreement and as a result of the negligence, gross negligence or willful misconduct of the Indemnifying Party or any of its respective officers, directors, employees, agents or subcontractors. Notwithstanding the foregoing, this Section 8.1 shall not apply to any claims or losses based on or attributable to intellectual property infringement.

8.2 Indemnification Procedures.

(a) General Procedures. Promptly after the receipt by any Indemnified Party of a notice of any Third Party Claim that an Indemnified Party seeks to be indemnified under this Agreement, such Indemnified Party shall give written notice of such Third Party Claim to the Indemnifying Party, stating in reasonable detail the nature and basis of each allegation made in the

Third Party Claim and the amount of potential Indemnified Losses with respect to each allegation, to the extent known, along with copies of the relevant documents received by the Indemnified Party evidencing the Third Party Claim and the basis for indemnification sought. Failure of the Indemnified Party to give such notice shall not relieve the Indemnifying Party from liability on account of this indemnification, except if and only to the extent that the Indemnifying Party is actually prejudiced by such failure or delay. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party, promptly after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the Third Party Claim. The Indemnifying Party shall have the right to assume the defense of the Indemnified Party with respect to such Third Party Claim upon written notice to the Indemnified Party delivered within thirty (30) days after receipt of the particular notice from the Indemnified Party. So long as the Indemnifying Party has assumed the defense of the Third Party Claim in accordance herewith and notified the Indemnified Party in writing thereof, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, it being understood that the Indemnifying Party shall pay all reasonable costs and expenses of counsel for the Indemnified Party after such time as the Indemnified Party has notified the Indemnifying Party of such Third Party Claim and prior to such time as the Indemnifying Party has notified the Indemnified Party that it has assumed the defense of such Third Party Claim; (ii) the Indemnified Party shall not file any papers or, other than in connection with a settlement of the Third Party Claim, consent to the entry of any judgment without the prior written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed); and (iii) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim (other than a judgment or settlement that is solely for money damages and is accompanied by a release of all indemnifiable claims against the Indemnified Party) without the prior written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed). Whether or not the Indemnifying Party shall have assumed the defense of the Indemnified Party for a Third Party Claim, such Indemnifying Party shall not be obligated to indemnify and hold harmless the Indemnified Party hereunder for any consent to the entry of judgment or settlement entered into with respect to such Third Party Claim without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Equitable Remedies. In the case of any Third Party Claim where the Indemnifying Party reasonably believes that it would be appropriate to settle such Third Party Claim using equitable remedies, the Indemnifying Party and the Indemnified Party shall work together in good faith to agree to a settlement; provided, however, that no Party shall be under any obligation to agree to any such settlement.

(c) Treatment of Indemnification Payments; Insurance Recoveries. Any indemnity payment under this Agreement shall be decreased by any amounts actually recovered by the Indemnified Party under third party insurance policies with respect to such Indemnified Losses (net of any premiums paid by such Indemnified Party under the relevant insurance policy), each Party agreeing (i) to use all reasonable efforts to recover all available insurance proceeds and (ii) to the extent that any indemnity payment under this Agreement has been paid by the Indemnifying Party to the Indemnified Party prior to the recovery by the Indemnified Party of such insurance proceeds, the amount of such insurance proceeds actually recovered by the Indemnified Party shall be promptly paid to the Indemnifying Party.

(d) Certain Additional Procedures. The Indemnified Party shall cooperate and assist the Indemnifying Party in determining the validity of any Third Party Claim for indemnity by the Indemnified Party and in otherwise resolving such matters. The Indemnified Party shall cooperate in the defense by the Indemnifying Party of each Third Party Claim (and the Indemnified Party and the Indemnifying Party agree with respect to all such Third Party Claim that a common interest privilege agreement exists between them), including: (i) permitting the Indemnifying Party to discuss the Third Party Claim with such officers, employees, consultants and representatives of the Indemnified Party as the Indemnifying Party reasonably requests; (ii) providing to the Indemnifying Party copies of documents and samples of products as the Indemnifying Party reasonably requests in connection with defending such Third Party Claim; (iii) preserving all properties, books, records, papers, documents, plans, drawings, electronic mail and databases relating to pertinent matters under the Indemnified Party's custody or control in accordance with such Party's corporate documents retention policies, or longer to the extent reasonably requested by the Indemnifying Party; (iv) notifying the Indemnifying Party promptly of receipt by the Indemnified Party of any subpoena or other third party request for documents or interviews and testimony; (v) providing to the Indemnifying Party copies of any documents produced by the Indemnified Party in response to or compliance with any subpoena or other third party request for documents; and (vi) except to the extent inconsistent with the Indemnified Party's obligations under applicable law and except to the extent that to do so would subject the Indemnified Party or its employees, agents or representatives to criminal or civil sanctions, unless ordered by a court to do otherwise, not producing documents to a third party until the Indemnifying Party has been provided a reasonable opportunity to review, copy and assert privileges covering such documents.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 Damages Limitation. SUBJECT TO SECTION 9.4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Remedy. THE PARTIES AGREE THAT TO THE EXTENT A CLAIM ARISES UNDER THIS AGREEMENT, THE CLAIM SHALL BE BROUGHT UNDER THIS AGREEMENT; PROVIDED THAT NOTHING HEREIN SHALL OPERATE TO PREVENT INTEL FROM BRINGING UNDER THE DEPOSIT AGREEMENT ANY CLAIM ARISING THEREUNDER.

9.3 Damages Cap. SUBJECT TO SECTION 9.4, IF EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY MATTER ARISING FROM THIS AGREEMENT, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM AN ACT OR OMISSION, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE LIABLE PARTY WITH RESPECT TO ANY BREACH, PERFORMANCE, NONPERFORMANCE, ACT

OR OMISSION HEREUNDER WILL NOT EXCEED THE LESSER OF THE ACTUAL DAMAGES ALLOWED HEREUNDER OR TEN MILLION DOLLARS ($10,000,000). FOR CLARITY, THIS SECTION 9.3 SHALL NOT APPLY TO ANY MATTER ARISING UNDER THE DEPOSIT AGREEMENT.

9.4 Exclusions and Mitigation. Section 9.1 and 9.3 will not apply to either Party's breach of Article 7. Section 9.3 will not apply to Intel's failure to meet a payment obligation which is due and payable under this Agreement or to MTI's obligation, if any, to credit any portion of the Deposit Amount under Section 4.5. Each Party shall have a duty to use commercially reasonable efforts to mitigate damages for which the other Party is responsible.

9.5 Losses. Except as provided under Section 8.1, Micron and Intel each shall be responsible for Losses to their respective tangible personal or real property (whether owned or leased), and each Party agrees to look only to their own insurance arrangements with respect to such damages. Micron and Intel waive all rights to recover against each other, including each Party's insurers' subrogation rights, if any, for any loss or damage to their respective tangible personal property or real property (whether owned or leased) from any cause covered by insurance maintained by each of them, including their respective deductibles or self-insured retentions. Notwithstanding the foregoing, in the event of a loss hereunder involving a property, transit or crime event or occurrence that: (a) is insured under Intel's insurance policies; (b) a single insurance deductible applies; and (c) the loss event or occurrence affects the insured ownership or insured legal interests of the Parties, then the Parties shall share the cost of the deductible in proportion to each Party's insured ownership or legal interests in relative proportion to the total insured ownership or legal interests of the Parties.

ARTICLE 10
TERM AND TERMINATION

10.1 Term. The term of this Agreement commences on the Effective Date and continues in effect until the fifth (5th) anniversary of the Effective Date, unless terminated sooner pursuant to Section 10.2 (such period of time, the "**Term**").

10.2 Termination. This Agreement may be terminated by:

(a) Intel by written notice to Micron upon a material breach of this Agreement by Micron or by Micron by written notice to Intel upon a material breach of this Agreement by Intel, in each case if such breach remains uncured ninety (90) days following notice by the non-breaching Party; provided, however, that such cure period shall be thirty (30) days if the material breach is a failure to pay monies due under this Agreement or if the material breach is a failure by MTI to credit any portion of the Deposit Amount in accordance with its obligation, if any, to do so under Section 4.5;

(b) Intel by written notice to Micron within ninety (90) days after the occurrence of a termination of the Designated Technology Joint Development Program Agreement pursuant to Section 10.2(d)(i) of the Designated Technology Joint Development Program Agreement; and

(c) Micron by written notice to Intel within ninety (90) days after the occurrence of a termination of the Designated Technology Joint Development Program Agreement pursuant to Section 10.2(d)(ii) of the Designated Technology Joint Development Program Agreement.

10.3 Survival. Termination of this Agreement shall not affect any of the Parties' respective rights accrued or obligations owed before termination, including any rights or obligations of the Parties in respect of any accepted Purchase Orders existing at the time of termination. In addition, the following shall survive termination of this Agreement for any reason: Sections 3.2, 6.2 and 6.4, and Articles 4, 7, 8, 9, 10 and 11.

ARTICLE 11
MISCELLANEOUS

11.1 Force Majeure Events. The Parties shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for the period of time during which the Force Majeure Event renders performance impossible or infeasible and only if the Party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the other Party specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, "**Force Majeure Event**" means the occurrence of an event or circumstance beyond the reasonable control of the party failing to perform, including (a) explosions, fires, flood, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) acts of federal, state, local or foreign governmental authorities or courts; (d) labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful; (e) failures or fluctuations in electrical power or telecommunications service or equipment; and (f) delays caused by the other Party's nonperformance hereunder.

11.2 Specific Performance. The Parties agree that irreparable damage will result if this Agreement is not performed in accordance with its terms, and the Parties agree that any damages available at law for a breach of this Agreement would not be an adequate remedy. Therefore, the provisions hereof and the obligations of the Parties hereunder shall be enforceable in a court of equity, or other tribunal with jurisdiction, by a decree of specific performance, and appropriate preliminary or permanent injunctive relief may be applied for and granted in connection therewith. Such remedies and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that a Party may have under this Agreement.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party hereto. Neither this Agreement nor any right or obligation hereunder may be assigned or delegated by either Party in whole or in part to any other Person, other than a wholly-owned Subsidiary of a Party, without the prior written consent of the non-assigning Parties. Any purported assignment in violation of the provisions of this Section shall be null and void and have no effect. No assignment or delegation by any Party will relieve or release the delegating Party from any of its liabilities and obligations under this Agreement.

11.4 Compliance with Laws and Regulations. Each of the Parties shall comply with, and shall use reasonable efforts to require that its respective subcontractors comply with, Applicable Laws relating to this Agreement and the performance of a Party's rights hereunder.

11.5 Notice. All notices and other communications hereunder shall be in writing and shall be deemed given upon (a) transmitter's confirmation of a receipt of a facsimile transmission; (b) confirmed delivery by a standard overnight carrier or when delivered by hand; (c) the expiration of five (5) Business Days after the day when mailed in the United States by certified or registered mail, postage prepaid; or (d) delivery in Person, addressed at the following addresses (or at such other address for a party as shall be specified by like notice):

In the case of Micron:

Micron Technology, Inc.
****
****
Attention: ****
Facsimile Number: ****

In the case of Intel:

Intel Corporation
****
****
Attention: ****
Facsimile Number: ****

Either Party may change its address for notices upon giving ten (10) days written notice of such change to the other Party in the manner provided above.

11.6 Waiver. The failure at any time of a Party to require performance by the other Party of any responsibility or obligation required by this Agreement shall in no way affect a Party's right to require such performance at any time thereafter, nor shall the waiver by a Party of a breach of any provision of this Agreement by the other Party constitute a waiver of any other breach of the same or any other provision nor constitute a waiver of the responsibility or obligation itself.

11.7 Severability. Should any provision of this Agreement be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but this Agreement shall remain in full force in all other respects. Should any provision of this Agreement be or become ineffective because of changes in Applicable Laws or interpretations thereof, or should this Agreement fail to include a provision that is required as a matter of law, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the Parties hereto shall negotiate in good faith appropriate modifications to this Agreement to reflect those changes that are required by Applicable Law.

11.8 Third Party Rights. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer, directly or indirectly, upon or give to any Person, other

than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or other provision contained herein.

11.9 Amendment. This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the Parties to this Agreement.

11.10 Entire Agreement. This Agreement and the applicable provisions of the Confidentiality Agreement, which are incorporated herein and made a part hereof, together with the Exhibits and Schedules hereto and the agreements and instruments expressly provided for herein, constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof.

11.11 Choice of Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

11.12 Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Delaware and each of the Parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

11.13 Headings. The headings of the Articles and Sections in this Agreement are provided for convenience of reference only and shall not be deemed to constitute a part hereof.

11.14 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.15 Insurance. Without limiting or qualifying Micron's liabilities, obligations, or indemnities otherwise assumed by Micron pursuant to this Agreement, Micron shall maintain, at no charge to Intel, with companies acceptable to Intel: Commercial General Liability insurance with limits of liability not less than **** Dollars ($****) per occurrence and including liability coverage for bodily injury or property damage ****. Micron's insurance shall be primary with respect to liabilities assumed by Micron in this Agreement to the extent such liabilities are the subject of Micron's insurance, and any applicable insurance maintained by Intel shall be excess and non-contributing. The above coverage shall name Intel as additional insured as respects Micron's work or services provided to or on behalf of Intel.

11.16 **** Wafers. Notwithstanding anything to the contrary in this Agreement, **** shall not apply with respect to **** Wafers.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by and on behalf of the Parties hereto as of the Effective Date.

INTEL CORPORATION

By: /s/ Brian Krzanich

Brian Krzanich
Senior Vice President, Chief Operating Officer

MICRON SEMICONDUCTOR ASIA PTE. LTD.

By: /s/ Brian J. Shields

Brian J. Shields
Senior Managing Director and Chairman

MICRON TECHNOLOGY, INC.

By: /s/ D. Mark Durcan

D. Mark Durcan
Chief Executive Officer

THIS IS THE SIGNATURE PAGE FOR THE WAFER SUPPLY AGREEMENT ENTERED INTO BY AND AMONG INTEL CORPORATION, MICRON SEMICONDUCTOR ASIA PTE. LTD. AND MICRON TECHNOLOGY, INC.

EXHIBIT A
DEFINITIONS

"****** Wafers**" shall have the meaning set forth in Section 2.1.

"**Agreement**" shall have the meaning set forth in the preamble to this Agreement.

"**Applicable Law**" means any applicable laws, statutes, rules, regulations, ordinances, orders, codes, arbitration awards, judgments, decrees or other legal requirements of any Governmental Entity.

"**Binding Forecast Wafers**" shall have the meaning set forth in Section 3.1(d).

"**Business Day**" means a day that is not a Saturday, Sunday or other day on which commercial banking institutions in the State of New York are authorized or required by Applicable Law to be closed.

"********" means ********.

"********" means ********.

"**Confidentiality Agreement**" means that certain Second Amended and Restated Mutual Confidentiality Agreement by and among Intel, Intel Technology Asia Pte Ltd, MTI, MSA, IMFT and IMFS, dated as of Effective Date, as amended.

"**Demand Forecast**" shall have the meaning set forth in Section 3.1(a).

"**Deposit Agreement**" means that certain Deposit Agreement, dated as of the Effective Date, between Intel and MTI, as amended.

"**Deposit Amount**" has the meaning set forth in the Deposit Agreement.

"**Designated Technology Device**" shall have the meaning set forth in the Designated Technology Joint Development Program Agreement for so long as that agreement is in effect and, following termination of such agreement, "Designated Technology Device" shall thereafter have the meaning as it existed on the last day of the term of such agreement.

"**Designated Technology Joint Development Program Agreement**" shall mean that certain Designated Technology Joint Development Program Agreement between MTI and Intel, dated as of February 27, 2012, as amended.

"**Designated Technology Product**" means a product that includes Designated Technology Devices.

"**Designated Technology Wafer**" means a Prime Wafer that has been processed to the point of containing Designated Technology Devices organized in multiple semiconductor die and that has undergone Probe Testing, but before singulation of said die into individual semiconductor die.

"**Effective Date**" shall have the meaning set forth in the preamble to this Agreement.

"**Excursion**" means an occurrence during production that is outside normal historical behavior as established by the Parties in writing in the applicable Specifications which may impact performance, quality, reliability or delivery commitments hereunder for Probed Wafers.

"**Facility**" means any facilities at which Probed Wafers are manufactured for the purposes of this Agreement.

"**Fiscal Month**" means any of the twelve financial accounting months within Micron's Fiscal Year.

"**Fiscal Quarter**" means any of the four financial accounting quarters within Micron's Fiscal Year.

"**Fiscal Year**" means the fiscal year of Micron for financial accounting purposes.

"**Flash Memory Integrated Circuit**" means a non-volatile memory integrated circuit that contains memory cells that are electrically programmable and electrically erasable whereby the memory cells consist of one or more transistors that have a floating gate, charge-trapping regions or any other functionally equivalent structure utilizing one or more different charge levels (including binary or multi-level cell structures) with or without any on-chip control, I/O and other support circuitry.

"**Force Majeure Event**" shall have the meaning set forth in Section 11.1.

"**Foregone Wafers**" shall have the meaning set forth in Section 3.2.

"**GAAP**" means United States generally accepted accounting principles as in effect from time to time.

"**Governmental Entity**" means any governmental authority or entity, including any agency, board, bureau, commission, court, municipality, department, subdivision or instrumentality thereof, or any arbitrator or arbitration panel.

"**Hazardous Materials**" means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations and standards.

"**IMFS**" shall have the meaning set forth in Recital A.

"**IMFS BSA**" shall have the meaning set forth in Recital A.

"**IMFT**" shall have the meaning set forth in Recital A.

"**IMFT Operating Agreement"** means that certain Second Amended and Restated Limited Liability Company Operating Agreement of IM Flash Technologies, LLC between MTI and Intel dated as of the Effective Date, as amended.

"**IMFT PSA**" shall have the meaning set forth in Recital A.

"**IMFT Services Agreement**" means that certain Services Agreement among IMFT, Intel and MTI dated as of September 18, 2009, as amended, including by that certain First Amendment to Services Agreement (IMFT Services to Intel) among IMFT, Intel and MTI dated as of the Effective Date.

"**IMFT Supply Agreement**" means that certain Amended and Restated Supply Agreement between IMFT and Intel dated as of the Effective Date, as amended.

"**Indemnified Losses**" means all direct, out-of-pocket liabilities, damages, losses, costs and expenses of any nature incurred by an Indemnified Party, including reasonable attorneys' fees and consultants' fees, and all damages, fines, penalties and judgments awarded or entered against an Indemnified Party, but specifically excluding any special, consequential or other types of indirect damages.

"**Indemnified Party**" means any of the following to the extent entitled to seek indemnification under this Agreement: Intel, Micron, and their respective affiliates, officers, directors, employees, agents, assigns and successors.

"**Indemnifying Party**" means the Party owing a duty of indemnification to an Indemnified Party with respect to a particular Third Party Claim.

"**Intel**" shall have the meaning set forth in the preamble to this Agreement.

"**JDP Committees**" means each JDP Committee as defined in (i) that certain Amended and Restated Joint Development Program Agreement, between MTI and Intel, dated as of Effective Date, as amended, and (ii) the Designated Technology Joint Development Program Agreement.

"**Lehi Fab**" means that wafer fabrication plant located in Lehi, Utah, USA, that, as of the Effective Date, is owned by IMFT.

"**Losses**" means, collectively, any and all insurable liabilities, damages, losses, costs and expenses (including reasonable attorneys' and consultants' fees and expenses).

"********" means ********. For purposes of this Agreement, once a design id has ********, such design id will be treated as ******** during the remainder of this Agreement.

"**Micron**" shall have the meaning set forth in the preamble to this Agreement.

"**Minimum Commitment**" shall have the meaning set forth in Section 2.1.

"**Modified GAAP**" means GAAP, except that: (i) stock-related expenses (including stock options, restricted stock, stock appreciation rights, restricted stock units, stock purchase programs or any award based on equity of MTI or Intel) associated with the seconded individuals to IMFT will not be recorded or disclosed in the financial statements of IMFT; and (ii) the value of any asset contributed or otherwise transferred to IMFT from MTI or Intel shall be the value as agreed upon by MTI and Intel at the time of the contribution or transfer, as applicable, and, if such asset is to be depreciated or amortized under GAAP, the useful life and method of depreciation or amortization for such assets shall be determined by applying the accounting policies used by IMFT for like assets.

The value of the Lehi Property (as defined in the IMFT Operating Agreement) shall be Two Hundred Twenty Million ($220,000,000).

"**MSA**" shall have the meaning set forth in the preamble to this Agreement.

"**MTI**" shall have the meaning set forth in the preamble to this Agreement.

"**NAND Flash Memory Integrated Circuit**" means a Flash Memory Integrated Circuit in which the memory cells included in the Flash Memory Integrated Circuit are arranged in groups of serially connected memory cells (each such group of serially connected memory cells called a "string") in which the drain of each memory cell of a string (other than the first memory cell in the string) is connected in series to the source of another memory cell in such string, the gate of each memory cell in such string is directly accessible, and the drain of the uppermost bit of such string is coupled to the bitline of the memory array.

"**NAND Flash Memory Product**" means a product that includes NAND Flash Memory Integrated Circuits.

"**NAND Flash Memory Wafer**" means a raw wafer that has been processed to the point of containing NAND Flash Memory Integrated Circuits organized in multiple semiconductor die and that has undergone Probe Testing, but before singulation of said die into individual semiconductor die.

"**Party**" and "**Parties**" shall have the meaning set forth in the preamble to this Agreement.

"**Person**" means any natural person and any corporation, firm, partnership, trust, estate, limited liability company, or other entity resulting from any form of association.

"**Price**" means the calculation referenced on Schedule 4.5.

"**Prime Wafer**" means the raw silicon wafers required, on a product-by-product basis, to manufacture Probed Wafers.

"**Probe Testing**" means testing, using a wafer test program as set forth in the applicable Specifications, of a wafer that has completed all processing steps deemed necessary to complete the creation of the desired NAND Flash Memory Integrated Circuits or Designated Technology Devices in the die on such wafer, the purpose of which test is to determine how many and which of the die meet the applicable criteria for such die set forth in the Specifications.

"**Probed Wafer**" means a Prime Wafer that has been processed to the point of containing NAND Flash Memory Integrated Circuits or Designated Technology Devices organized in multiple semiconductor die (but before singulation of said die into individual semiconductor dice), that has undergone Probe Testing and any other mutually agreed upon special processing or handling, and has a functional die yield greater than ******** percent (********%).

"**Process Technology Node**" means a process with a known feature size or number of tiers or decks that is differentiated from another or others that have a different feature size or number of tiers or decks that yields at least a ******** percent (********%) difference in ******** relative to each other.

For clarity, a difference in the number of **** shall not be considered a different process node for purposes of this definition of "Process Technology Node."

"**Purchase Order**" shall have the meaning set forth in Section 4.1.

"**Recoverable Taxes**" shall have the meaning set forth in Section 4.4.

"****" means, with respect to a Probed Wafer with a particular design id, the **** such Probed Wafer, ****. The **** shall be those relating to the **** so long as the design id in question was **** during the applicable Fiscal **** (whether or not the Probed Wafers **** during such Fiscal **** were ****). If the design id in question **** during the applicable Fiscal ****, then the various **** shall be those relating to the **** (or was ****, as the case may be) in question.

"**Response to Forecast**" shall have the meaning set forth in Section 3.1(c).

"**Specifications**" means those specifications used to describe, characterize, and define the yield, quality and performance of the Probed Wafers, including any interim performance specifications at Probe Testing, as such specifications may be agreed from time to time by the Parties; provided, however, that (i) if a design id is being manufactured in the Lehi Fab, the Specifications for each design id shall be the same as the specifications for such design id applicable to Intel pursuant to the IMFT Supply Agreement; and (ii) if a design id is not being manufactured in the Lehi Fab, the Specifications for that design id shall be as established by the applicable JDP Committee.

"**Subsidiary**" means as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

"**Term**" shall have the meaning set forth in Section 10.1.

"**Third Party Claim**" means any claim, demand, action, suit or proceeding, and any actual or threatened lawsuit, complaint, cross-complaint or counter-complaint, arbitration or other legal or arbitral proceeding of any nature, brought in any court, tribunal or judicial forum anywhere in the world, regardless of the manner in which such proceeding is captioned or styled, by any Person other than Intel, Micron and affiliates of the foregoing, against an Indemnified Party, in each case alleging entitlement to any Indemnified Losses pursuant to any indemnification obligation under this Agreement.

"**Warranty Notice Period**" shall have the meaning set forth in Section 6.2.

"**WIP**" means work in process.

"**WOPW**" means Probed Wafers processed and delivered to Intel per week.

EXHIBIT B

INITIAL DEMAND FORECAST

See attached.

In addition to the attached, Micron will deliver to Intel an estimated delivery schedule for **** Wafers within two (2) Business Days following the Effective Date. Micron will use commercially reasonable efforts to deliver the **** Wafers in accordance with such estimated delivery schedule, but Micron shall have no liability with respect to any delays or shortages with respect to the delivery of **** Wafers.

SCHEDULE 4.5

PRICE

****

Exhibit 10.107

MTV ASSET PURCHASE AND SALE AGREEMENT

BY AND AMONG

INTEL CORPORATION,

MICRON TECHNOLOGY, INC.

AND

IM FLASH TECHNOLOGIES, LLC

APRIL 6, 2012

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MTV ASSET PURCHASE AND SALE AGREEMENT

This **MTV ASSET PURCHASE AND SALE AGREEMENT** (together with the Schedules attached hereto, this "**Agreement**"), dated as of April 6, 2012 (the "**Effective Date**"), is entered into by and among IM Flash Technologies, LLC, a Delaware limited liability company ("**IMFT**"), Micron Technology, Inc., a Delaware corporation ("**Micron**"), and Intel Corporation, a Delaware corporation ("**Intel**"). IMFT, Micron and Intel are each referred to herein individually as a "**Party**," and collectively as the "**Parties**." Unless otherwise defined herein, capitalized terms used in this Agreement shall have the respective meanings ascribed to such terms in Section 8.1 of this Agreement.

WHEREAS, Micron and Intel are parties to that certain Amended and Restated Limited Liability Company Operating Agreement of IMFT, dated as of February 27, 2007 (as amended, the "**IMFT Agreement**");

WHEREAS, IMFT leases from Micron those certain premises located in Manassas, Virginia (the "**MTV Leased Premises**"), in accordance with the terms of, and as more particularly described in, that certain MTV Lease Agreement, dated as of January 6, 2006 (the "**MTV Lease Agreement**");

WHEREAS, IMFT is engaged in the manufacture of NAND Flash Memory Products (as defined in the IMFT Agreement) at the MTV Leased Premises (the "**MTV Fab Operations**");

WHEREAS, in connection with the MTV Fab Operations, Micron provides IMFT with manufacturing services at the MTV Leased Premises pursuant to that certain Manufacturing Services Agreement, dated as of January 6, 2006 (the "**Manufacturing Services Agreement**");

WHEREAS, subject to the terms and conditions set forth in this Agreement, IMFT desires to sell to Micron, and Micron desires to purchase from IMFT, the Micron Purchased Assets (as defined below); and

WHEREAS, the consummation of the transactions contemplated by this Agreement shall occur contemporaneously with the Closing (as therein defined) of the transactions contemplated by, and is subject to, that certain 2012 Master Agreement, dated as of February 27, 2012 (the "**2012 Master Agreement**").

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties and covenants contained in this Agreement as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

ARTICLE I
PURCHASE AND SALE; ASSUMED LIABILITIES; CLOSING

1.1 *Micron Purchased Assets*. Subject to the terms and conditions of this Agreement, at the Closing, IMFT will sell, transfer, convey, assign and deliver to Micron, and Micron will purchase and receive from IMFT, all of IMFT's rights, title and interest in and to the following

assets (collectively, the "**Micron Purchased Assets**"), free and clear of all Liens, except for any Permitted Liens:

(a) Machinery, equipment, furniture, furnishings, vehicles and other similar tangible personal property (i) owned by IMFT, (ii) used or held for use exclusively for the MTV Fab Operations and (iii) located at or in transit to the Manassas, Virginia, facility of the MTV Fab Operations ("**Machinery and Equipment**"). Such Machinery and Equipment shall include "Assets Under Construction" on the books of IMFT to the extent such assets are intended for use exclusively in the MTV Fab Operations and are to be located at the Manassas, Virginia, facility of the MTV Fab Operations;

(b) To the extent transferrable to Micron, each contract, agreement, option, lease, license, sale and purchase order, commitment and other instrument of any kind, whether written or oral, to which IMFT is a party or by which IMFT is bound that relates exclusively to the MTV Fab Operations ("**Transferred Contracts**"). For the avoidance of doubt, such Transferred Contracts shall include purchase orders for capital and non-capital procurement intended exclusively for the MTV Fab Operations and any credit for prepayments under such purchase orders;

(c) To the extent transferrable to Micron, all permits, licenses, franchises, approvals, certificates, consents, waivers, concessions, exemptions, orders, registrations, notices or other authorizations of any Governmental Entity necessary for Micron to own, lease and operate the Micron Purchased Assets and the MTV Fab Operations as currently conducted and that are used or held for use exclusively in the MTV Fab Operations ("**Transferred Business Permits**");

(d) Raw materials (if any such raw materials are then owned by IMFT, rather than by Micron), work in process, finished goods (but excluding all Back-End Products), supplies, packaging materials, parts, spare parts and other inventories owned by IMFT and used or held for use exclusively for the MTV Fab Operations and located at the MTV Leased Premises ("**Transferred Inventory**");

(e) Books and records, including production documents, of IMFT that relate exclusively to the MTV Fab Operations and that are necessary for the operation of the Micron Purchased Assets after the Closing ("**Transferred Books and Records**"), provided that IMFT may keep copies of any and all Transferred Books and Records following the Closing; and

(f) All other tangible personal property owned by IMFT and located at the MTV Fab Operations.

1.2 *Excluded Assets*. Notwithstanding any other provision in this Agreement to the contrary, all of IMFT's rights, title and interest in and to any of its assets other than the Micron Purchased Assets will remain the property of IMFT after the Closing (the "**Excluded Assets**"), including the assets listed below:

(a) Back-End Products existing as of the Closing, which will be transferred to Intel at the Closing pursuant to the IMFT Back-End Products Purchase Agreement; and

(b) The assets, properties or rights listed on Schedule 1.2(b) to the MTV APSA Disclosure Letter.

1.3 *Assumed Liabilities*. Subject to Section 1.4, Micron will assume from IMFT and shall, from and after the Closing Date, timely pay, discharge, perform or otherwise satisfy the following liabilities and obligations of IMFT (the "**Assumed Liabilities**"):

(a) All Liabilities under or arising out of the Transferred Contracts, whether prior to, on or following the Closing Date;

(b) All Liabilities under the Transferred Business Permits, whether prior to, on or following the Closing Date;

(c) All Liabilities pursuant to any Environmental Law arising from or relating to any action, event, circumstance or condition occurring or existing on, prior to or following the Closing Date, including any release of any Hazardous Substances or any violation of any Environmental Laws with respect to the MTV Leased Premises, the MTV Fab Operations, or the Micron Purchased Assets.

(d) All Liabilities related to any present or former personnel employed in the MTV Fab Operations (including MTV Employees), including any Liabilities arising out of or relating to employment agreements, employee benefit plans, the Manufacturing Services Agreement or any other secondment arrangements, whether such Liabilities arise prior to, on or following the Closing;

(e) Any and all product liability, warranty, refund and similar Liabilities or claims arising with respect to any products manufactured at the MTV Fab Operations on or following the Closing Date;

(f) Any liability or obligation for Taxes related to the Micron Purchased Assets and any Taxes, or obligations to reimburse Taxes, allocated to Micron pursuant to Section 1.8 and Section 1.9(b); and

(g) All other Liabilities accruing, arising out of or relating to the conduct or operation of the MTV Fab Operations (including any accounts payable), the real property and facilities that are subject to the MTV Lease Agreement or the ownership or use of the Micron Purchased Assets, whether prior to, on or following the Closing Date.

1.4 *Retained Liabilities*. Notwithstanding any provision in this Agreement to the contrary, Micron is not assuming, and IMFT shall pay, discharge, perform or otherwise satisfy, all liabilities of IMFT other than the Assumed Liabilities, whether known or unknown, fixed or contingent, and whether arising or accruing before or after the Closing Date, including any product liability, warranty, refund and similar Liabilities of IMFT or claims arising against IMFT with respect to any products manufactured at the MTV Fab Operations prior to the Closing Date (collectively, the "**Retained Liabilities**").

1.5 *Purchase Price*. In consideration for the purchase of the Micron Purchased Assets contemplated by Section 1.1, Micron will, at the Closing, pay and deliver to IMFT cash in the aggregate amount of $283,615,121, which amount represents the aggregate MTV Net Book Value on the Closing Date as estimated pursuant to Section 2.7(B) of the 2012 Master Agreement (the "**Estimated Purchase Price**"), and assume the Assumed Liabilities.

1.6 *Adjustment of Purchase Price*.

(a) *Post-Closing Statement*. As soon as available, but in no event later than 90 days after the Closing Date, IMFT shall prepare and deliver to Micron a written notice setting forth the MTV Net Book Value (the "**Purchase Price**") and the Post-Closing Adjustment, if any, together with reasonably detailed supporting information (the "**Post-Closing Statement**").

(b) *Objections*. Unless Micron notifies IMFT in writing within 30 days following delivery of such Post-Closing Statement of any objection to the computation of the Purchase Price or Post-Closing Adjustment, if any, set forth therein (a "**Notice of Objection**"), the Post-Closing Statement shall become final and binding 30 days after IMFT's delivery of the Post-Closing Statement. Following delivery of the Post-Closing Statement, IMFT shall permit Micron and its representatives to review the working papers of IMFT relating to the Post-Closing Statement and, at Micron's written request, shall provide Micron and its representatives access to or copies of IMFT's books and records reasonably requested for purposes of Micron's review of the Post-Closing Statement and preparation of any Notice of Objection. Any Notice of Objection shall specify the basis for the objections set forth therein in reasonable detail. If Micron provides a Notice of Objection within such 30-day period, IMFT and Micron shall, during the 30-day period following receipt of the Notice of Objection, attempt in good faith to resolve any objections. During such 30-day period, IMFT and its representatives shall be permitted to review the working papers of Micron and its accountants relating to the Notice of Objection and the basis therefor.

(c) *Resolution of Disputes*. If Micron and IMFT are unable to resolve all objections within such 30-day period, the matters remaining in dispute shall be submitted to the Independent Accounting Firm. Each of Micron and IMFT shall submit to the Independent Accounting Firm their written briefs detailing their views as to the correct nature and amount of each item remaining in dispute, and the Independent Accounting Firm shall be authorized to resolve the matters remaining in dispute between the parties in accordance with the provisions of this Section 1.6(c) within the range of the difference between the positions with respect thereto of Micron and IMFT. Micron and IMFT shall instruct, and shall use their commercially reasonably efforts to cause, the Independent Accounting Firm to render its reasoned written decision as to each such disputed item as promptly as practicable but in no event later than 60 days after the dispute is submitted. The Independent Accounting Firm shall make a written determination as to each such disputed item, and its written decision shall be accompanied by a certificate of the Independent Accounting Firm that it reached such determination in accordance with the provisions of this Section 1.6(c). The resolution of disputed items by the Independent Accounting Firm shall be final and binding, and the determination of the Independent Accounting Firm shall constitute an arbitral award that is final, binding and non-appealable and upon which a judgment may be entered by a court having jurisdiction over such dispute. The fees and expenses of the Independent Accounting Firm shall be borne by Micron and Intel in inverse proportion as

Micron and IMFT, respectively, may prevail on the matters resolved by the Independent Accounting Firm, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Independent Accounting Firm at the time the determination of such firm is rendered on the merits of the matters submitted. The fees and disbursements of each party and their representatives incurred in connection with their preparation or review of the Post-Closing Statement, any Notice of Objection and any dispute resolution, as applicable, shall be borne by such party. After the final determination of the Purchase Price and the Post-Closing Adjustment, if any, no party shall have any further right to make any claims against another with respect to any element of the Purchase Price or the Post-Closing Adjustment. Such final determination of the Purchase Price is referred to herein as the "**Final Purchase Price**."

(d) *Post-Closing Payments*. If the Post-Closing Adjustment, as finally determined under Section 1.6(c), as applicable, is a positive number, Micron shall pay the amount thereof to IMFT. If the Post-Closing Adjustment, as so finally determined, is a negative number, IMFT shall pay the absolute value thereof to Micron. Any payment under this Section 1.6(d) shall be made within two business days of establishment of the Final Purchase Price.

1.7 *Closing*.

(a) The closing of the transactions contemplated by this Agreement will occur contemporaneously with the Closing under the 2012 Master Agreement, and is conditioned on the satisfaction or proper waiver of the conditions set forth in Article V, except as otherwise mutually agreed by the Parties.

(b) *IMFT's Closing Deliveries to Micron*. Subject to the terms and conditions of this Agreement, at the Closing, IMFT will deliver, or cause to be delivered, the following to Micron:

(i) a duly executed bill of sale, in substantially the form attached as Exhibit A to the MTV APSA Exhibit Letter (the "**Bill of Sale**");

(ii) a duly executed assignment and assumption agreement, in substantially the form attached as Exhibit B to the MTV APSA Exhibit Letter (the "**Assignment**");

(iii) a duly executed termination of the MTV Lease Agreement, in substantially the form attached as Exhibit C to the MTV APSA Exhibit Letter (the "**Lease Termination**");

(iv) a duly executed termination of deed of lease agreement, in substantially the form attached as Exhibit D to the MTV APSA Exhibit Letter (the "**Deed of Lease Termination**");

(v) a duly executed termination of the Manufacturing Services Agreement, in substantially the form attached as Exhibit E to the MTV APSA Exhibit Letter (the "**Manufacturing Services Termination**");

(vi) a duly executed certification of non-foreign status described in Treasury Regulation § 1.1445-2(b)(2) to the effect that IMFT is not a foreign person for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended, in substantially the form attached as Exhibit F to the MTV APSA Exhibit Letter;

(vii) each of the third party consents or waivers, as applicable, set forth on Schedule 2.5 to the MTV APSA Disclosure Letter and obtained by IMFT prior to the Closing; and

(viii) all other documents, certificates, instruments and writings required to be delivered at or prior to the Closing pursuant to this Agreement or reasonably requested by Micron and obtained by IMFT prior to the Closing.

(c) *Micron's Closing Deliveries*. Subject to the terms and conditions of this Agreement, at the Closing, Micron will deliver the following to IMFT:

(i) the Estimated Purchase Price by wire transfer of immediately available funds;

(ii) a duly executed counterpart of the Bill of Sale;

(iii) a duly executed counterpart of the Assignment;

(iv) a duly executed counterpart of the Lease Termination;

(v) a duly executed counterpart of the Deed of Lease Termination;

(vi) a duly executed counterpart of the Manufacturing Services Termination;

(vii) each of the third party consents or waivers, as applicable, set forth on Schedule 3.4 to the MTV APSA Disclosure Letter; and

(viii) all other documents, certificates, instruments and writings required to be delivered at or prior to the Closing pursuant to this Agreement or reasonably requested by IMFT.

1.8 *Transfer Taxes*. Micron shall timely pay any and all of the costs and expenses of all transfer, documentary, sales, use, stamp, registration, value added and other similar Taxes and governmental filing and permit fees that are incurred by any of the Parties in connection with the transfer or conveyance of the Micron Purchased Assets and the assumption of the Assumed Liabilities as contemplated by this Agreement, together with any penalties, interest or additions to Tax incurred in connection therewith. Each Party shall cooperate in a good faith, commercially reasonable manner as reasonably requested by another Party and at Micron's sole cost to minimize any such Taxes and shall provide information reasonably requested by any other Party to allow

it to file any Tax returns related to such Taxes or to meet any obligations imposed by any Tax Authority.

1.9 *Tax Matters*.

(a) The Parties agree that the sale of the Micron Purchased Assets described in Sections 1.1 through 1.7 shall be treated as a taxable sale by IMFT of the Micron Purchased Assets for applicable income Tax purposes. No later than 10 days after the determination of the Final Purchase Price, Micron shall prepare and deliver to IMFT for IMFT's review and approval, a written statement (the "**Asset Acquisition Statement**") allocating the Final Purchase Price (and any assumed liabilities as determined for U.S. federal income Tax purposes) among the Micron Purchased Assets. Within 10 days of delivery of the Asset Acquisition Statement, IMFT shall notify Micron if IMFT disagrees with any portion of the Asset Acquisition Statement. If IMFT fails to notify Micron of any disagreement with the Asset Acquisition Statement within such period (or notifies Micron that it agrees with the Asset Acquisition Statement), Micron and IMFT shall (and Micron shall cause its controlled affiliates to) file all Tax returns and information reports in a manner consistent with such agreed allocation and shall take no position inconsistent therewith. In the event that IMFT does notify Micron of a disagreement within such 10-day period, Micron and IMFT shall negotiate in good faith to reach agreement. In the event that the parties cannot reach an agreement on the Asset Acquisition Statement within 30 days after the end of such 10-day period, Micron and IMFT shall submit the disputed issues for resolution to the Independent Accounting Firm, which shall, within 30 days after submission, report to the parties hereto its determination on such disputed allocations. The Asset Acquisition Statement as determined by the Independent Accounting Firm shall be conclusive and binding upon Micron and IMFT, and Micron, IMFT and their respective controlled affiliates shall file all Tax returns and information reports in a manner consistent with such determination. Each of Micron and Intel shall bear all fees and costs of the Independent Accounting Firm in connection with a dispute concerning the Asset Acquisition Statement in inverse proportion as Micron and IMFT, respectively, may prevail on the matters resolved by the Independent Accounting Firm, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute (*i.e.*, taking only disputed amounts into account) and shall be determined by the Independent Accounting Firm at the time the determination of such firm is rendered on the merits of the matters submitted.

(b) Any ad valorem Taxes with respect to the Micron Purchased Assets that are attributable to the tax period including the Closing will be prorated as of the Closing Date, except to the extent that such Taxes (i) have been or will be taken into account in determining the Price (as defined in the Manufacturing Services Agreement) of Probed Wafers for the purposes of the Manufacturing Services Agreement pursuant to Schedule 6.5 thereof, or (ii) have been taken into account as an asset or liability in determining MTV Net Book Value. Such Taxes will be prorated upon the basis of the most recent Tax valuation and assessment and payable and apportioned between IMFT and Micron on the basis of the actual number of days before and after the Closing Date in such tax period. If such valuation pertains to a Tax period other than that in which the Closing occurs, such proration shall be recalculated at such time as actual Tax bills for such period are available and the parties shall cooperate with each other in all respects in connection therewith.

1.10 *Non-Assignable Assets*. To the extent that any Transferred Contract, Transferred Permit or other asset intended to be assigned pursuant to the terms of Section 1.1 cannot be assigned without the consent, approval or waiver of a third person or entity (including a Governmental Entity), or if such assignment or attempted assignment would constitute a breach thereof or a violation of any law (each, a "**Non-Assignable Asset**"), then nothing in this Agreement shall constitute an assignment or require the assignment thereof prior to the time at which all consents, approvals and waivers necessary for such assignment have been obtained. To the extent and for so long as all consents, approvals and waivers required for the assignment of any Non-Assignable Asset have not been obtained by IMFT after the Closing, IMFT shall use commercially reasonable efforts, at Micron's cost, to (a) provide to Micron the financial and business benefits of such Non-Assignable Asset and (b) enforce, at the request of Micron, for the account of Micron, any rights of IMFT arising from any such Non-Assignable Asset (including the right to elect to terminate in accordance with the terms thereof). Micron will perform any portion of a Non-Assignable Asset the financial and business benefits of which are being provided to Micron in accordance with clause (a) of the preceding sentence to the same extent required of IMFT under the terms of such Non-Assignable Asset (*i.e.*, in the same (or as similar as practicable) manner and time, and with the same quality, so required of IMFT). Following the Closing, IMFT shall not terminate, modify or amend any Non-Assignable Asset without Micron's prior written consent. Micron agrees that neither IMFT nor Intel shall have any liability to Micron arising out of or relating to the failure to obtain any such consent that may be required in connection with the transactions contemplated by this Agreement or because of any circumstances resulting therefrom, nor shall any such failure affect the consideration payable to IMFT hereunder.

1.11 *Interested Member Transaction*. With respect to IMFT's sale to Micron of the Micron Purchased Assets pursuant to the terms of this Agreement, Micron is an Interested Member (as defined in the IMFT Agreement), and the Parties hereby agree that any actions that are required to be or that may be taken by IMFT in connection with the sale to Micron of the Micron Purchased Assets under this Agreement and the 2012 Master Agreement, including with respect to the Estimated Purchased Price contemplated by Section 1.5, the Post-Closing Adjustment to the Purchase Price described in Section 1.6 (which shall include the determination and delivery of the Post-Closing Statement, the resolution of any disagreement reflected in any Notice of Objection and the submission of any brief by IMFT) or any matters described in Section 1.9, may be taken by Intel on IMFT's behalf and may be taken by IMFT only with the approval of a majority of the Managers of IMFT appointed by Intel. In acting on IMFT's behalf, Intel shall not take any action in violation of this Agreement. Each of Micron and Intel shall, or shall cause its appointed managers to, approve the terms of this Agreement. For the avoidance of doubt, the Parties hereby agree that any agreement by IMFT to any Post-Closing Adjustment to the Purchase Price must be approved by a majority of the Managers of IMFT appointed by Intel, subject to Section 1.6(c).

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF IMFT

IMFT hereby makes the representations and warranties to Micron set forth in this Article II, except and to the extent as may be disclosed in a Schedule to this Agreement.

2.1 *Legal Existence and Power.* IMFT is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. IMFT has the requisite legal power and authority to carry on its business as now conducted. IMFT is duly qualified to do business and is in good standing in each jurisdiction in which such qualification is required, except where the failure to be so qualified or in good standing would not be reasonably expected to have a Material Adverse Effect.

2.2 *Micron Purchased Assets.* IMFT has good and marketable title to all of the tangible personal property that forms any part of the Micron Purchased Assets. None of such personal property is subject to any Lien, other than Permitted Liens or Liens that would not reasonably be expected to have a Material Adverse Effect. For the avoidance of doubt, IMFT does not have title to any tangible personal property related to the MTV Fab Operations that is held or used pursuant to any lease agreements or other similar arrangements. IMFT does not own and has never owned any real property that forms any part of the Micron Purchased Assets.

2.3 *Authorization; Enforceability.* IMFT has the requisite legal power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery by IMFT of this Agreement and the performance by IMFT of its obligations contemplated hereby have been duly authorized by IMFT and do not violate the terms of the certificate of formation of IMFT or the IMFT Agreement. This Agreement has been duly executed and delivered by IMFT, and this Agreement constitutes the valid and binding agreement of IMFT, enforceable against IMFT in accordance with its terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally.

2.4 *Governmental Authorization.* Except as disclosed in Schedule 2.4 to the MTV APSA Disclosure Letter, the execution, delivery and performance by IMFT of this Agreement will not require any action by or in respect of, or filing with, any Governmental Entity (disregarding the terms of Section 1.10 for the purposes of this representation).

2.5 *Non-Contravention; Consents.* Except as disclosed in Schedule 2.5 to the MTV APSA Disclosure Letter and disregarding the terms of Section 1.10 for the purposes of this representation, the execution, delivery and performance by IMFT of this Agreement do not (a) violate, in any material respect, any Applicable Law or Order, (b) require any filing with, or permit, consent or approval of, or the giving of any notice to (including under any right of first refusal or similar provision), any Person, (c) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration of any charter document of or any right or obligation of IMFT or to a loss of any benefit to which IMFT is entitled under, any agreement or other instrument binding upon IMFT or (d) result in the creation or imposition of any Lien on any asset of IMFT that, in the case of clauses (c) or (d), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

2.6 *Litigation.* Except as disclosed in Schedule 2.6 to the MTV APSA Disclosure Letter, there is no action, suit, arbitration or administrative or other proceeding or investigation pending or, to IMFT's knowledge, threatened, against or affecting IMFT and related to any of the Micron Purchased Assets or Assumed Liabilities that, if determined or resolved adversely to

IMFT, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

2.7 *Brokerage.* No finder, broker, investment banker or financial advisor is entitled to any brokerage, finders' or other fees or commissions from any other Person in connection with this Agreement or the negotiation looking toward the consummation of such transactions, based upon arrangements made by or on behalf of IMFT.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF MICRON

Micron hereby makes the representations and warranties to IMFT set forth in this Article III, except and to the extent as may be disclosed in a Schedule to this Agreement:

3.1 *Corporate Existence and Power*. Micron is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Micron has the requisite corporate power and authority to carry on its business as now conducted. Micron is duly qualified to do business and is in good standing in each jurisdiction in which such qualification is required, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Material Adverse Effect.

3.2 *Authorization; Enforceability*. Micron has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery by Micron of this Agreement and the performance by Micron of its obligations contemplated hereby have been duly authorized by Micron and do not violate the terms of the certificate of incorporation or bylaws of Micron. This Agreement has been duly executed and delivered by Micron, and this Agreement constitutes the valid and binding agreement of Micron, enforceable against Micron in accordance with its terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally.

3.3 *Governmental Authorization*. Except as disclosed in Schedule 3.3 to the MTV APSA Disclosure Letter, the execution, delivery and performance by Micron of this Agreement will not require any action by or in respect of, or filing with, any Governmental Entity.

3.4 *Non-Contravention; Consents*. Except as disclosed in Schedule 3.4 to the MTV APSA Disclosure Letter, the execution, delivery and performance by Micron of this Agreement do not and will not (a) violate, in any material respect, any Applicable Law or Order, (b) require any filing with, or permit, consent or approval of, or the giving of any notice to (including under any right of first refusal or similar provision), any Person (including filings, consents or approvals required under any licenses or leases to which Micron or any of its subsidiaries is a party), (c) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration of any charter document of or any right or obligation of Micron or any of its subsidiaries or to a loss of any benefit to which Micron or any of its subsidiaries is entitled under, any agreement or other instrument binding upon Micron or any of its subsidiaries or (d) result in the creation or imposition of any Lien on any asset of Micron or any of its subsidiaries that, in the case of

clauses (c) or (d), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.5 *Litigation*. Except as disclosed in Schedule 3.5 to the MTV APSA Disclosure Letter or as previously disclosed in Micron's public filings pursuant to the Securities Exchange Act of 1934, as amended, there is no action, suit, arbitration or administrative or other proceeding or investigation pending or, to Micron's knowledge, threatened, against or affecting Micron or its subsidiaries or any of their respective properties that, if determined or resolved adversely to Micron or its subsidiaries, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.6 *Brokerage*. No finder, broker, investment banker or financial advisor is entitled to any brokerage, finders' or other fees or commissions from any other Person in connection with this Agreement or the negotiation looking toward the consummation of such transactions, based upon arrangements made by or on behalf of Micron.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF INTEL

Intel hereby makes the representations and warranties to IMFT set forth in this Article IV, except and to the extent as may be disclosed in a Schedule to this Agreement:

4.1 *Corporate Existence and Power*. Intel is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Intel has the requisite corporate power and authority to carry on its business as now conducted. Intel is duly qualified to do business and is in good standing in each jurisdiction in which such qualification is required, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Material Adverse Effect.

4.2 *Authorization; Enforceability*. Intel has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery by Intel of this Agreement and the performance by Intel of its obligations contemplated hereby have been duly authorized by Intel and do not violate the terms of the certificate of incorporation or bylaws of Intel. This Agreement has been duly executed and delivered by Intel, and this Agreement constitutes the valid and binding agreement of Intel, enforceable against Intel in accordance with its terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally.

4.3 *Governmental Authorization*. Except as disclosed in Schedule 4.3 to the MTV APSA Disclosure Letter, the execution, delivery and performance by Intel of this Agreement will not require any action by or in respect of, or filing with, any Governmental Entity.

4.4 *Non-Contravention; Consents*. Except as disclosed in Schedule 4.4 to the MTV APSA Disclosure Letter, the execution, delivery and performance by Intel of this Agreement do not and will not (a) violate, in any material respect, any Applicable Law or Order, (b) require any filing with, or permit, consent or approval of, or the giving of any notice to (including under

any right of first refusal or similar provision), any Person (including filings, consents or approvals required under any licenses or leases to which Intel or any of its subsidiaries is a party), (c) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default under, or give rise to any right of termination, cancellation or acceleration of any charter document of or any right or obligation of Intel or any of its subsidiaries or to a loss of any benefit to which Intel or any of its subsidiaries is entitled under, any agreement or other instrument binding upon Intel or any of its subsidiaries or (d) result in the creation or imposition of any Lien on any asset of Intel or any of its subsidiaries that, in the case of clauses (c) or (d), would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.5 *Litigation*. Except as disclosed in Schedule 4.5 to the MTV APSA Disclosure Letter or as previously disclosed in Intel's public filings pursuant to the Securities Exchange Act of 1934, as amended, there is no action, suit, arbitration or administrative or other proceeding or investigation pending or, to Intel's knowledge, threatened, against or affecting Intel or its subsidiaries or any of their respective properties that, if determined or resolved adversely to Intel or its subsidiaries, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.6 *Brokerage*. No finder, broker, investment banker or financial advisor is entitled to any brokerage, finders' or other fees or commissions from any other Person in connection with this Agreement or the negotiation looking toward the consummation of such transactions, based upon arrangements made by or on behalf of Intel.

ARTICLE V
CONDITION TO CLOSING

5.1 Each Party's obligations to effect the transactions contemplated by this Agreement at the Closing are subject to contemporaneous consummation of the Closing under the 2012 Master Agreement.

ARTICLE VI
COVENANTS

6.1 *Virginia Grants*.

(a) From and after the Closing, neither IMFT nor Intel will have any interest in, or right or claim to any allocation of, share of or benefit from the Virginia Grants or any Tax incentive accruing or received after the Closing, including any monies received by Micron, relating to such Virginia Grants after the Closing (the “Post-Closing Benefits”).

(b) Micron will indemnify, defend and hold harmless Intel and IMFT from and against any and all liabilities, damages, losses, costs and expenses (including Taxes, reasonable attorneys' and consultants' fees and expenses) arising from (i) Intel or IMFT being required to repay or return any benefit of, or otherwise compensate any Governmental Entity with respect to, the Virginia Grants or any Tax incentive relating to such Virginia Grants with respect to the period prior to the Closing, (ii) the revocation by any Governmental Entity of any Virginia Grant or Tax incentive relating to any Virginia Grant, (iii) Intel or IMFT being required

to pay any amount to any Governmental Entity with respect to any of the Post-Closing Benefits and (iv) the transfer of the benefits or the burdens of the Virginia Grants or any Tax incentives relating to such Virginia Grants to Micron, and any actions taken to effect such transfer, pursuant to or in contemplation of the transactions in this Agreement, in any case including in the case of clauses (i) through (iv) (A) those that may result from any failure to satisfy any of the conditions of the Virginia Grants or any Tax incentive relating to such Virginia Grants that apply at any time prior to, from or after the Closing, (B) any amounts required to be paid or repaid to a Governmental Entity that would not have been required to be paid or repaid but for such failure, (C) any penalties, interest and additions to Tax relating thereto, (D) any reasonable professional fees incurred by Intel or IMFT in connection with such failure and (E) any Taxes resulting from the receipt or right to receive any payment pursuant to this sentence; *provided, however*, that in no event shall Intel or IMFT be entitled to indemnification for the loss of the value to Intel or IMFT attributable to the surrender of their rights to the Post-Closing Benefits as described in clause (a) above.

6.2 *Bulk Sales Laws*. The Parties agree to waive the applicability of any provisions of any bulk sales laws in any jurisdiction.

6.3 *Transaction Reconciliation.* IMFT, with reasonable assistance from Micron, shall prepare and deliver no later than 60 days after the Closing a reconciliation of a summary balance sheet of IMFT in a form similar to that included in the periodic reports prepared and distributed to Intel and Micron, as follows: (a) a balance sheet as of the Closing Date immediately before giving effect to the transaction contemplated by this Agreement; (b) the effect of the transactions on the balances on the summary balance sheet as of the Closing Date immediately before giving effect to the transaction contemplated by this Agreement; and (c) a balance sheet as of immediately after the Closing, which shall reflect and give effect to the transactions on the Closing Date contemplated hereby, including the sale of the Micron Purchased Assets and the assumption of the Assumed Liabilities hereunder.

6.4 *Access to Information*.

(a) Micron shall maintain for six years after the Closing Date all of the books and records in its possession pertaining to the MTV Fab Operations and to the Micron Purchased Assets and the Assumed Liabilities before the Closing.

(b) For six years after the Closing Date, each Party (the "**Possessing Party**") will afford any other Party (the "**Receiving Party**"), its counsel and its accountants, during normal business hours, reasonable access to information relating to the MTV Fab Operations, the Micron Purchased Assets and the Assumed Liabilities in the Possessing Party's possession and, to the extent reasonably requested, will provide copies and extracts therefrom, all to the extent that such access may be reasonably required by the Receiving Party in connection with (i) the preparation of Tax returns, (ii) the preparation for any audit by any taxing authority or the prosecution or defense of any claim or proceeding relating to any Tax return, (iii) compliance with the requirements of any Governmental Entity or (iv) the resolution of claims made by a third party against or incurred by a Party pertaining to the MTV Fab Operations, the Micron Purchased Assets and the Assumed Liabilities; *provided*, *however*, that nothing in this Section 6.4(b) shall be deemed to require any Party to disclose any information that it is prohibited from

disclosing under any non-disclosure agreement entered into prior to the date of this Agreement or in the ordinary course of business after the date of this Agreement.

6.5 *Traceability and Data Retention*.

(a) For two years after the Closing Date, Micron shall provide IMFT, Intel and their respective representatives with reasonable access, during normal business hours, without interruption to the MTV Fab Operations and upon reasonable advance notice, and only after the implementation of reasonable, as determined in Micron's sole discretion, safeguards, including execution of a confidentiality agreement and prior approval of the representatives, to the premises, property and books and records, including production documents, of the MTV Fab Operations to the extent necessary or appropriate in the reasonable discretion of IMFT or Intel, respectively, for the purposes of investigating, confirming or determining the extent or amount of any product liability, warranty, refund or similar claims and obligations which may arise with respect to Products manufactured at the MTV Fab Operations prior to Closing.

(b) Micron agrees to maintain for a minimum of five years any data relating to the process traceability system of the MTV Fab Operations in regards to defining unique lot and wafer number markings on each wafer throughout the manufacturing, assembly and testing process, including quality and testing information. Micron will endeavor to provide IMFT and Intel with full access to such data to the extent that Micron has such access, including providing access to such subcontractor data as reasonably requested by IMFT or Intel.

6.6 *Export Compliance Notification.* IMFT hereby notifies and advises Micron that the Micron Purchased Assets that are being purchased pursuant to the terms of this Agreement contain certain products, equipment, systems containing IMFT products, proprietary data, technical data, process technology, know-how, software, services, or other data or information that are subject to United States export control laws, and accordingly their use, export and re-export, and retransfer may require an approval or may be restricted or prohibited. Additionally, these items may also be subject to the export control laws of the country from where it is shipping, thus an additional approval may be required or a restriction on the export from the country of shipment may apply.

ARTICLE VII
MISCELLANEOUS

7.1 *Notices*. All notices, requests, demands or other communications that are required or may be given pursuant to the terms of this Agreement will be given pursuant to Section 8.3 of the 2012 Master Agreement.

7.2 *Remedies*. From and after the Closing, the indemnification remedies set forth in Article 6 of the 2012 Master Agreement shall be the Parties' sole and exclusive remedies for any breach under this Agreement.

7.3 *Dispute Resolution*. Any controversy, dispute or Claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or otherwise arising out of, or in any way related to this

Agreement or the transactions contemplated hereby will be governed by, and be subject to, the provisions of Section 8.9 of the 2012 Master Agreement, which provisions (and related defined terms) are hereby incorporated by reference into this Agreement; *provided, however,* that any references to "Agreement" in such Section 8.9 as incorporated herein shall be deemed to be references to this Agreement.

7.4 *Jurisdiction and Venue; Waiver of Jury Trial*.

(a) Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Delaware and each of the Parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.4.

7.5 *Headings.* The headings of the Articles and Sections in this Agreement are provided for convenience of reference only and shall not be deemed to constitute a part hereof.

7.6 *Entire Agreement*. This Agreement, the documents to be executed hereunder and the Exhibits and Schedules attached hereto and the 2012 Master Agreement constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

7.7 *Severability*. Should any provision of this Agreement be deemed in contradiction with the laws of any jurisdiction in which it is to be performed or unenforceable for any reason, such provision shall be deemed null and void, but this Agreement shall remain in full force in

all other respects. Should any provision of this Agreement be or become ineffective because of changes in Applicable Laws or interpretations thereof, or should this Agreement fail to include a provision that is required as a matter of law, the validity of the other provisions of this Agreement shall not be affected thereby. If such circumstances arise, the Parties hereto shall negotiate in good faith appropriate modifications to this Agreement to reflect those changes that are required by Applicable Law.

7.8 *Waiver*. Any Party hereto may (a) extend the time for the performance of any of the obligations or other acts of any other Party hereto or (b) waive compliance with any of the agreements of any other Party or with any conditions to its own obligations. Any agreement on the part of a Party hereto to any such extension or waiver will be valid if set forth in an instrument in writing signed on behalf of such Party.

7.9 *Amendment*. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto. No supplement, alteration or modification of this Agreement will be binding unless executed in writing by the Parties hereto.

7.10 *Assignment*. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party hereto. Neither this Agreement nor any right or obligation hereunder may be assigned or delegated by either Party in whole or in part to any other Person, including by operation of law or in connection with any acquisition, merger, or change of control of a Party, without the prior written consent of the nonassigning Parties.

7.11 *Governing Law*. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

7.12 *Counterparts*. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.13 *Expenses*. Whether or not the transactions contemplated by this Agreement are ultimately consummated, each Party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement except as otherwise provided herein.

7.14 *Further Assurances*. The Parties will deliver any and all other instruments or documents required to be delivered pursuant to, or reasonably necessary or proper in order to give effect to, the terms and provisions of this Agreement.

7.15 *Disclaimers.*

(a) Micron acknowledges that it has conducted such investigation and inspection of the Micron Purchased Assets, the Assumed Liabilities and the MTV Fab Operations that Micron has deemed necessary or appropriate for the purpose of entering into this Agreement and consummating the transactions contemplated by this Agreement. In executing this Agreement, Micron is relying on its own investigations in electing to acquire the Micron Purchased Assets on the terms and subject to the conditions set forth in this Agreement and on the provisions set forth herein, and not on any other statements, presentations, representations,

warranties or assurances of any kind made by IMFT, Intel, their respective representatives or any other Person.

(b) Micron acknowledges that (i) the representations and warranties of IMFT and Intel under Article II and Article IV, respectively, constitute the sole and exclusive representations and warranties of IMFT and Intel, as applicable, to Micron in connection with the transactions contemplated by this Agreement and (ii) all other representations and warranties are specifically disclaimed and may not be relied upon or serve as a basis for a claim against either IMFT or Intel, as applicable. MICRON ACKNOWLEDGES THAT IMFT DISCLAIMS ALL WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT AS TO THE MICRON PURCHASED ASSETS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES MADE BY IMFT EXPRESSLY CONTAINED IN THIS AGREEMENT, MICRON IS ACQUIRING THE MICRON PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS. MICRON FURTHER ACKNOWLEDGES THAT INTEL DISCLAIMS ALL WARRANTIES OTHER THAN THOSE MADE BY IT EXPRESSLY CONTAINED IN THIS AGREEMENT. NEITHER IMFT NOR INTEL MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER OF MERCHANTABILITY, SUITABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY AS TO THE MICRON PURCHASED ASSETS OR ANY PART OR ITEM THEREOF, OR AS TO THE CONDITION, DESIGN, OBSOLESCENCE, WORKING ORDER OR WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR OTHERWISE.

(c) Intel acknowledges that (i) the representations and warranties of IMFT and Micron under Article II and Article III, respectively, constitute the sole and exclusive representations and warranties of IMFT and Micron, as applicable, to Intel in connection with the transactions contemplated by this Agreement and (ii) all other representations and warranties are specifically disclaimed and may not be relied upon or serve as a basis for a claim against either IMFT or Micron, as applicable. INTEL ACKNOWLEDGES THAT MICRON AND IMFT EACH DISCLAIM ALL WARRANTIES OTHER THAN THOSE MADE BY IT EXPRESSLY CONTAINED IN THIS AGREEMENT.

(d) IMFT acknowledges that (i) the representations and warranties of Micron and Intel under Article III and Article IV, respectively, constitute the sole and exclusive representations and warranties of Micron and Intel, as applicable, to IMFT in connection with transactions contemplated by this Agreement and (ii) all other representations and warranties are specifically disclaimed and may not be relied upon or serve as a basis for a claim against either Micron or Intel, as applicable. IMFT ACKNOWLEDGES THAT MICRON AND INTEL EACH DISCLAIM ALL WARRANTIES OTHER THAN THOSE MADE BY IT EXPRESSLY CONTAINED IN THIS AGREEMENT.

7.16 *Certain Interpretive Matters*.

(a) Unless the context requires otherwise, (i) all references to Sections, Articles or the Appendix are to Sections, Articles or the Appendix of or to this Agreement, (ii) words in the singular include the plural and vice versa, (iii) the term "including" means "including without limitation," and (iv) the terms "herein," "hereof," "hereunder" and words of similar import shall mean references to this Agreement as a whole and not to any individual section or portion hereof. Unless otherwise specified herein, all amounts and payments shall be in United States dollars, and all references to "$" or dollar amounts will be to lawful currency of the United States of America. All references to "$" or dollar amounts shall be to precise amounts and not rounded up or down. All references to "day" or "days" will mean calendar days.

(b) No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement or such provision.

ARTICLE VIII
DEFINITIONS

8.1 *Definitions*. Unless otherwise defined in this Agreement, the following terms have the meanings specified or referred to in this Article VIII:

"**Applicable Law**" means any laws, statutes, rules, regulations, ordinances, orders, codes, arbitration awards, judgments, decrees or other legal requirements of any Governmental Entity.

"**Back-End Products**" shall have the meaning set forth in the IMFT Back-End Products Purchase Agreement.

"**Claims**" means, collectively, claims, counterclaims, cross-claims, demands, actions, suits, proceedings, judgments, damages, liabilities, losses, costs and expenses.

"**Closing**" shall have the meaning set forth in the 2012 Master Agreement.

"**Closing Date**" means the date on which the Closing occurs.

"**Environmental Laws**" means any and all laws (including common law), legislation, regulation, order, permit, license, code or governmental policy having the force of law or requirement under the MTV Lease Agreement that is applicable to the MTV Leased Premises, the MTV Fab Operations or the Micron Purchased Assets, in each case concerning (i) the environment, including pollution, contamination, environmental response, environmental investigations, environmental monitoring, clean-up, decontamination, abatement, preservation, protection, management and reclamation of the environment, (ii) human health or safety relating to workplace requirements or conditions or the exposure of employees, workers or other Persons to any chemical or substance, or (iii) the production and management or release or threatened

release of any chemical or substance (including waste and Hazardous Substances), including purchase, manufacture, generation, use, treatment, processing, handling, storage, disposal, transportation, re-use, recycling or reclamation of any chemical or substance (including waste and Hazardous Substances).

"**Governmental Entity**" means any governmental authority or entity, including any agency, board, bureau, commission, court, municipality, department, subdivision or instrumentality thereof, or any arbitrator or arbitration panel.

"**Hazardous Substances**" means any asbestos, any petroleum and petroleum products (including without limitation crude oil and any fractions thereof), any natural gas, synthetic gas, and any mixtures thereof, any flammable, explosive, radioactive, hazardous, toxic, contaminating, polluting matter, waste or substance, including without limitation any material defined, listed, designated, classified, regulated or referred to by any Governmental Entity as a hazardous, dangerous, or toxic waste, material or substance, or contaminant or pollutant, or other similar term, under any Environmental Laws in effect or that may be promulgated in the future.

"**IMFT Back-End Products Purchase Agreement**" means that certain IMFT Back-End Products Purchase Agreement, dated as of the date hereof, by and between IMFT, Intel and Micron.

"**Independent Accounting Firm**" means PricewaterhouseCoopers LLP (and its affiliated accounting firms), or, if such firm is unable or unwilling to act, such other independent public accounting firm as shall be agreed in writing by IMFT (subject to and in accordance with Section 1.11) and Micron.

"**Intel Supply Agreement**" means that certain Supply Agreement, dated as of January 6, 2006, between Intel and IMFT, as amended.

"**Joint Venture Documents**" shall have the meaning set forth in the 2012 Master Agreement.

"**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

"**Lien**" means any charge, Claim, mortgage, lien, option, pledge, security interest or other restriction of any kind (other than those created under applicable United States federal or state securities laws).

"**Material Adverse Effect**" means (i) a material adverse effect on the business, results of operations or financial condition of a Party and its subsidiaries, taken as a whole, or (ii) any change or effect that prevents or materially impedes or delays the consummation of the transactions contemplated by this Agreement and the Joint Venture Documents and the other transactions contemplated hereby and thereby, all taken as a whole; *provided*, that changes and

effects attributable to changes in Applicable Law of general applicability or interpretations thereof by courts or Governmental Entities shall not be deemed, either alone or in combination, to constitute, and shall not be taken into account in determining whether there has been or will be, a Material Adverse Effect.

"**Modified GAAP**" means United States generally accepted accounting principles as in effect from time to time, except that: (i) stock-related expenses (including stock options, restricted stock, stock appreciation rights, restricted stock units, stock purchase programs or any award based on equity of Intel or Micron) associated with the seconded individuals to IMFT will not be recorded or disclosed in the financial statements of IMFT; and (ii) the value of any asset, contributed or otherwise transferred to IMFT from Intel or Micron shall be the value as agreed upon by Intel and Micron at the time of the contribution or transfer, as applicable, and, if such asset is or was to be depreciated or amortized under GAAP, the useful life and method of depreciation or amortization for such asset shall be determined by applying the accounting policies used by IMFT for like assets.

"**MTV APSA Disclosure Letter**" means the disclosure letter, as agreed to between the Parties as of the date hereof, containing the Schedules required by the provisions of this Agreement.

"**MTV APSA Exhibit Letter**" means the exhibit letter, as agreed to between the Parties as of the date hereof, containing the Exhibits required by the provisions of this Agreement.

"**MTV Employees**" means all of the employees of Micron who have worked or do work primarily at or were or are seconded to the MTV Fab Operations, whether under the Manufacturing Services Agreement or any other secondment arrangement (including (i) those on military leave and family and medical leave, (ii) those on approved leaves of absence, but only to the extent they have reemployment rights guaranteed under Applicable Law, under any applicable collective bargaining agreement or under any leave of absence policy of Micron and (iii) those on short-term disability under the short-term disability program of Micron).

"**MTV Net Book Value**" means (i) the book value of the Micron Purchased Assets as of the close of business on the day immediately preceding the Closing Date, net of accumulated depreciation, amortization and other adjustments less (ii) the book value as of the close of business on the day immediately preceding the Closing Date of the Assumed Liabilities, in each case as determined in accordance with Modified GAAP consistently applied and using the same accounting methods, policies, practices, principles, procedures, exceptions, classifications, assumptions, judgments and valuation and estimation methodologies that were used in the preparation of the audited financial statements of IMFT at September 1, 2011, *provided*, *however*, that the MTV Net Book Value shall in any event reflect the results of the physical counts, inventories and reviews contemplated by Sections 4.10 and 4.11 of the 2012 Master Agreement. For the avoidance of doubt, the MTV Net Book Value of the MTV Lease Agreement shall be the Unamortized MTV Lease Value, as defined in the IMFT Agreement, as of the close of business on the day immediately preceding the Closing Date and the MTV Net Book Value shall be determined without giving effect to the transactions contemplated by this Agreement and without any write-off or write-down resulting from the transactions contemplated by this Agreement or

IMFT's determination to dispose of the Micron Purchased Assets or to discontinue the MTV Fab Operations.

"**Order**" means any preliminary or permanent injunction, temporary restraining order or other judicial or administrative order or decree of any Governmental Entity.

"**Permitted Lien**" means (i) restrictions on transfer under the Joint Venture Documents, as such were originally executed or as such may have been amended prior to the Closing, (ii) statutory liens for current Taxes not yet due or delinquent (or which may be paid without interest or penalties) or the validity or amount of which is being contested in good faith by appropriate proceedings, (iii) mechanics', carriers', workers', repairers' and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of the transferring Party for a period greater than 60 days, or the validity or amount of which is being contested in good faith by appropriate proceedings, or pledges, deposits or other liens securing the performance of bids, trade contracts, leases or statutory obligations (including workers' compensation, unemployment insurance or other social security legislation), (iv) zoning, entitlement, conservation restriction and other land use and environmental regulations by Governmental Entities and (v) all exceptions, restrictions, easements, imperfections of title, charges, rights-of-way and other Liens that do not materially interfere with the present use of the assets, taken as a whole.

"**Person**" or "**Persons**" means any natural person and any corporation, firm, partnership, trust, estate, limited liability company or other entity resulting from any form of association.

"**Post-Closing Adjustment**" means the amount calculated as the Purchase Price minus the Estimated Purchase Price.

"**Products**" shall have the meaning set forth in the Intel Supply Agreement.

"**Taxes**," "**Taxation**" or "**Tax**" means any federal, state, local or foreign net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, service, service use, withholding, payroll, employment, excise, severance, goods and services, stamp, occupation, premium, property, customs, duties or other type of fiscal levy and all other taxes, governmental fees, registration fees, assessments or charges of any kind whatsoever, together with any interest and penalties, additions to tax or additional amounts imposed or assessed with respect thereto.

"**Tax Authority**" means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any law in relation to Taxation.

"**Virginia Grants**" means, collectively, any performance grants granted to Micron for the MTV Fab Operations by a Governmental Entity in the Commonwealth of Virginia, including (i) pursuant to the terms and conditions of that certain Memorandum of Understanding, dated as of January 3, 2005, by and between the Commonwealth of Virginia and Micron, (ii) pursuant to the Governor's Development Opportunity Fund, as permitted by Section 2.2-115(C) of the Code of Virginia of 1950, as amended, and (iii) pursuant to the terms and conditions of that certain

Virginia Investment Partnership Grant Performance Agreement, dated as of November 18, 2010, by and between the Commonwealth of Virginia and Micron.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INTEL CORPORATION

By: /s/ Brian Krzanich

Brian Krzanich
Senior Vice President, Chief Operating Officer

MICRON TECHNOLOGY, INC.

By: /s/ D. Mark Durcan

D. Mark Durcan
Chief Executive Officer

IM FLASH TECHNOLOGIES, LLC

By: /s/ Rodney Morgan

Rodney Morgan
Co-Executive Officer

By: /s/ Keyvan Esfarjani

Keyvan Esfarjani
Co-Executive Officer

THIS IS THE SIGNATURE PAGE FOR THE
MTV ASSET PURCHASE AND SALE AGREEMENT
ENTERED INTO BY AND AMONG
INTEL CORPORATION, MICRON TECHNOLOGY, INC. AND
IM FLASH TECHNOLOGIES, LLC

Exhibit 31.1

RULE 13a-14(a) CERTIFICATION OF
CHIEF EXECUTIVE OFFICER

I, D. Mark Durcan , certify that:

1. I have reviewed this Amendment No. 1 to the quarterly report on Form 10-Q of Micron Technology, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 19, 2012

/s/ D. Mark Durcan

D. Mark Durcan
Chief Executive Officer

Exhibit 31.2

RULE 13a-14(a) CERTIFICATION OF
CHIEF FINANCIAL OFFICER

I, Ronald C. Foster, certify that:

1. I have reviewed this Amendment No. 1 to the quarterly report on Form 10-Q of Micron Technology, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 19, 2012

/s/ Ronald C. Foster

Ronald C. Foster
Vice President of Finance and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. 1350

I, D. Mark Durcan, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Amendment No. 1 to the Quarterly Report of Micron Technology, Inc. on Form 10-Q for the period ended May 31, 2012, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in Amendment No. 1 to the Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Micron Technology, Inc.

Dated: November 19, 2012

/s/ D. Mark Durcan

D. Mark Durcan
Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. 1350

I, Ronald C. Foster, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Amendment No. 1 to the Quarterly Report of Micron Technology, Inc. on Form 10-Q for the period ended May 31, 2012, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in Amendment No.1 to the Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Micron Technology, Inc.

Date: November 19, 2012

/s/ Ronald C. Foster

Ronald C. Foster
Vice President of Finance and Chief Financial Officer