

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") is made as of March 23, 2021 ("Effective Date") by and between Microchip Technology Incorporated, a company having a principal office at 2355 W. Chandler Blvd., Chandler, AZ 85224 and its Affiliates ("Microchip"), and Sri Manakula Vinayagar Engineering College, having a principal address at Mannadipet Commune, Madagadipet, Puducherry, Puducherry, 605107 INDIA and its Affiliates, if any ("Participant") (each referred to as a "Party" and collectively as the "Parties").

1. Definitions.

(a) "Purpose" means the exchange of information on a confidential basis in order to explore, implement, and/or maintain a business relationship between the Parties, except to the extent restricted to a party receiving Confidential Information ("Receiving Party") as follows:

Microchip: [Intentionally Blank]

Participant: [Intentionally Blank]

(b) "Confidential Information" means (1) any information, technical data, or know-how, including information of a third party for which the disclosing Party ("Disclosing Party") is subject to confidentiality obligations, that is marked or designated in writing as "Confidential", "Proprietary" or similar legend, or which if disclosed verbally or visually is identified in writing as confidential not later than (30) days after disclosure; and (2) whether or not marked Confidential or Proprietary, (i) Microchip pricing information, unpublished technical specifications, development plans, product roadmaps, product architecture, engineering samples, integrated circuits, semiconductor devices, software (including source code), and (ii) any information, technical data, or know-how that is listed below or learned during a facility visit, if any.

Microchip: Schematics, Test Automation software, source code, documentation with CONFIDENTIAL marking details and technical training.

Participant: Technical study reports, feasibility reports, Schematics, Test Automation software, source codes.

(c) "Affiliate" means any entity which, directly or indirectly, controls or is controlled by or is under common control with a named Party. For purposes of this definition, "control" means having more than 50% (or maximum percentage allowed by applicable foreign ownership rules or regulations) of the authority, power, or outstanding securities representing the right to manage the person or entity or to vote for the election of directors or other governing authorities.

2. Nondisclosure and Limited Use.

(a) Each Party agrees to keep confidential and not use any Confidential Information of the other Party, including information derived from such Confidential Information ("Derivatives"), except as necessary to achieve the Purpose. The Receiving Party may only disclose such information to its employees, consultants, auditors, and representatives ("Representatives") who need such information to carry out the Purpose, and have confidentiality obligations to the Receiving Party at least as restrictive as those set forth in this Agreement. Use of Confidential Information for personal gain, for the benefit of a third party, or to compete with the Disclosing Party, whether directly or indirectly, is contrary to the Purpose and a breach of this Agreement. Each Party is responsible for disclosure or misuse of Confidential Information by its Representatives.

(b) If the Purpose relates to the submission of a proposal to the U.S. Government, the Receiving Party may disclose Confidential

Information of the other Party to the U.S. Government, provided that the Receiving Party: (i) notifies the Disclosing Party of the content of the submission, and (ii) such Confidential Information is marked as proposal information bearing restrictive legends in accordance with FAR 15.609, FAR 52.215-1(c), or their successor provisions in effect on the Effective Date.

(c) Each Party will take all reasonable measures to protect the secrecy of and avoid unauthorized access, disclosure, and use of Confidential Information of the other Party. Such measures include, but are not be limited to, the highest degree of care that the Receiving Party uses to protect its own Confidential Information of a similar nature, but not less than reasonable care. Each Party will notify the other in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information of the Disclosing Party that comes to the Receiving Party's attention.

(d) The obligations of this Agreement do not apply to information that: (i) is or becomes publicly available without breach of this Agreement; (ii) is known or becomes known to the Receiving Party, from a source other than the Disclosing Party without restriction and without breach of this Agreement or violation of the Disclosing Party's rights, as demonstrated by credible evidence in existence at the time of disclosure; (iii) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party, as demonstrated by credible evidence created at the time of such independent development; or (iv) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

(e) The Receiving Party may disclose Confidential Information to the extent required under law, rule, or regulation (including those of any national securities exchange), by subpoena, civil investigative demand, or similar process, or by a court or administrative agency (each a "Requirement"), provided, that to the extent permitted by applicable law, the Receiving Party will provide prompt notice of such Requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

3. Term. The term of this Agreement for the purpose of disclosing Confidential Information starts on the Effective Date and terminates March 23, 2024. Notwithstanding the foregoing, this Agreement remains in effect for the purpose of keeping Confidential Information confidential (i) for other than source code and trade secrets (as defined in the Uniform Trade Secrets Act), through March 23, 2027, and (ii) for source code and trade secrets, in perpetuity. This Agreement applies retroactively to Confidential Information disclosed in connection with discussions and negotiations regarding the Purpose, if any, before the Effective Date.

4. Return of Materials. Upon Disclosing Party's request and direction, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information, including any physical information or materials provided to the Receiving Party (together with any copies, excerpts, syntheses, CD ROMS, diskettes, etc.), and, in the case of Derivatives, provide written certification that all the Disclosing Party's Confidential Information has been expunged from any such materials or that all such materials have been destroyed. However, the Receiving Party may retain a copy of the Confidential Information and its Derivatives (a) solely to the extent necessary to comply with applicable law, court order, or other legal requirement, or (b) automatically made in the ordinary course of its information technology backup processes to protect against network failures or data loss, and

otherwise generally inaccessible. Any retained copies will be maintained as confidential. Further, if Participant or its Affiliates become competitors of Microchip in any market we serve, and Microchip notifies Participant in writing of its status as a competitor in a given market, then Participant will promptly engage in the return and certification process described above in this Section 4.

5. Ownership; No Rights Granted. The Disclosing Party's Confidential Information is the property of the Disclosing Party. Nothing in this Agreement will be construed as granting any rights under any patent, copyright, or other intellectual property right of either Party, nor granting either Party any rights in or to the other Party's Confidential Information other than the limited right to use such information for the Purpose.

6. Governing Law. The laws of Arizona (excluding its conflicts of law principles) govern this Agreement. Any dispute, controversy, or claim arising out of or relating to this Agreement, or its breach, termination, or invalidity, will be subject to the jurisdiction of the courts in Phoenix, Arizona.

7. Remedies. The Parties agree that the obligations hereunder are necessary and reasonable to protect each Disclosing Party. Due to the unique nature of the Confidential Information, monetary damages are inadequate to compensate either Party for a breach of this Agreement. Accordingly, any violation or threatened violation of this Agreement may cause irreparable injury to the respective Disclosing Party and that, in addition to any other remedies available in law, equity, or otherwise, the Disclosing Party may seek injunctive relief against the breach, threatened breach, or continuation of any such breach by the Receiving Party.

8. Trade Control. The Parties will comply with applicable trade control laws and regulations ("Trade Control Regs") for so long as the Confidential Information remains subject to such Trade Control Regs.

9. Reverse Engineer. The Parties each agree not to modify, reverse engineer, decompile, create other works from, or disassemble any hardware or software contained in or containing the Confidential Information of the other Party unless permitted in writing by the Disclosing Party.

10. Refuse Information. Each Party may refuse any Confidential Information that the other Party intends to disclose under this Agreement. Neither Party is obligated to disclose any Confidential Information to the other Party.

11. No Relationship. This Agreement does not create any agency or partnership relationship between the parties.

12. Warranties. Each Party warrants that it has the right to make the disclosures under this Agreement. Any information (confidential or otherwise) disclosed hereunder is provided "AS IS", and no warranties are given for the information or any use thereof.

13. Entire Agreement. This Agreement is the product of both Parties, and constitutes the entire agreement between the Parties pertaining to the subject matter, and merges all prior negotiations and drafts.

14. Successors and Assigns. Neither Party may assign this

Agreement without the prior written consent of the other Party. To the extent such consent is granted, the terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and assigns of the Parties.

15. Miscellaneous.

(a) This Agreement may be amended with the written consent of the Parties. Failure to enforce any provision of this Agreement by a Party does not constitute a waiver of any term by such Party.

(b) This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one instrument. A facsimile, PDF, or other type of electronic copy of an original signature transmitted to the other party is effective as if the original was sent to the other party.

Acknowledged and agreed to by each Party's authorized representative:

Microchip Technology Incorporated

By: SRIKANTH SETTIKERE Digitally signed by SRIKANTH SETTIKERE Date: 2021.04.09 12:21:06 +05'30'

(Signature)
Name: Srikanth Settikere

(Print)
Title: Director

Date: 9 April 2021

Sri Manakula Vinayagar Engineering College

By: Dr. V.S.K. Venkatachalapathy (Signature)

Name: Dr. V.S.K. Venkatachalapathy

(Print)
Title: Director cum Principal

Date: 24-03-2021

**Dr. V.S.K. Venkatachalapathy, M.E., Ph.D.,
Director cum Principal
Sri Manakula Vinayagar Engineering College
Madagadipet, Puducherry - 605 107.**