



# myMPS Terms and Conditions

This Agreement is made between you (the individual accessing the Confidential Information and any single legal entity on behalf of which you are acting) ("You" or "you") and Monolithic Power Systems, Inc. and its subsidiaries and affiliates ("MPS") having a principal regional office at 79 Great Oaks Blvd., San Jose CA 95119 U.S.A.

MPS wishes to protect and preserve the confidential and/or proprietary nature of information and materials that may be disclosed or made available to you in connection with your use of this website, including your myMPS and myMPS+ accounts, as a current or prospective customer, vendor or partner of MPS (your "Relationship") and with your receipt of any related confidential materials from MPS ("Confidential Information"); and therefore:

## **1. Confidential Information, Ownership, Non-Disclosure and Remedies.**

All Confidential Information of MPS shall remain the sole property of MPS. No warranties of any kind are given by MPS with respect to any Proprietary Information or any use thereof, and the Proprietary Information is provided on an "AS IS" basis. You shall hold all Confidential Information in strict confidence and shall not disclose it to any third party. You shall not use any Confidential Information for the benefit of yourself or any third party or for any purpose other than in accordance with your Relationship. The obligations in this Paragraph 1 shall survive and continue into perpetuity. You agree that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Proprietary Information may cause irreparable harm and significant injury to MPS. Therefore, you agree that MPS, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security. Confidential Information that becomes publicly known through no wrongful act or omission made by you shall no longer be Confidential Information.

## **2. Miscellaneous.**

This Agreement constitutes the entire agreement between the parties concerning the subject matter. No unilateral amendment, cancellation, modification, or waiver of any provision of this Agreement shall be effective. The waiver by either party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has

or may have hereunder operate as a waiver of any right or remedy. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to its conflicts of laws provisions. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either party, in whole or part, whether voluntarily, by operation of law, change of control or otherwise, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The parties are independent contractors, and neither party shall have any authority of any kind to bind the other party in any respect whatsoever.