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

FORM 10-Q

(Mark One)

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended March 2, 2017

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)	(IRS 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. Yes x No o

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). Yes x No o

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 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).
Yes o No x

The number of outstanding shares of the registrant's common stock as of March 21, 2017, was 1,106,307,123.

Definitions of Commonly Used Terms

As used herein, "we," "our," "us," and similar terms include Micron Technology, Inc. and our consolidated subsidiaries, unless the context indicates otherwise. Abbreviations, terms, or acronyms are commonly used or found in multiple locations throughout this report and include the following:

Term	Definition	Term	Definition
2021 MSAC Term Loan	Variable Rate MSAC Senior Secured Term Loan due 2021	MCP	Multi-Chip Package
2021 MSTW Term Loan	Variable Rate MSTW Senior Secured Term Loan due 2021	Micron	Micron Technology, Inc. (Parent Company)
2022 Term Loan B	Senior Secured Term Loan B due 2022	MSTW	Micron Semiconductor Taiwan Co., Ltd.
2032 Notes	2032C and 2032D Notes	MMJ	Micron Memory Japan, Inc.
2032C Notes	2.375% Convertible Senior Notes due 2032	MMJ Companies	MAI and MMJ
2032D Notes	3.125% Convertible Senior Notes due 2032	MMJ Group	MMJ and its subsidiaries
2033 Notes	2033E and 2033F Notes	MMT	Micron Memory Taiwan Co., Ltd.
2033E Notes	1.625% Convertible Senior Notes due 2033	Nanya	Nanya Technology Corporation
2033F Notes	2.125% Convertible Senior Notes due 2033	Qimonda	Qimonda AG
2043G Notes	3.00% Convertible Senior Notes due 2043	R&D	Research and Development
Elpida	Elpida Memory, Inc.	SG&A	Selling, General, and Administration
IMFT	IM Flash Technologies, LLC	SSD	Solid-State Drive
Inotera	Inotera Memories, Inc.	TAIBOR	Taipei Interbank Offered Rate
Intel	Intel Corporation	Tera Probe	Tera Probe, Inc.
Japan Court	Tokyo District Court	VIE	Variable Interest Entity
MAI	Micron Akita, Inc.		

Additional Information

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

MICRON TECHNOLOGY, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(in millions except per share amounts)
(Unaudited)

	Quarter ended		Six months ended	
	March 2, 2017	**March 3, 2016**	**March 2, 2017**	**March 3, 2016**
Net sales	$ 4,648	$ 2,934	$ 8,618	$ 6,284
Cost of goods sold	2,944	2,355	5,903	4,856
Gross margin	1,704	579	2,715	1,428
Selling, general, and administrative	187	175	346	354
Research and development	473	403	943	824
Restructure and asset impairments	4	1	33	16
Other operating (income) expense, net	(4)	5	(10)	7
Operating income (loss)	1,044	(5)	1,403	227
Interest income	8	12	15	23
Interest expense	(161)	(97)	(300)	(193)
Other non-operating income (expense), net	34	(6)	20	(10)
	925	(96)	1,138	47
Income tax (provision) benefit	(38)	(5)	(69)	(1)
Equity in net income (loss) of equity method investees	7	5	5	64
Net income (loss)	894	(96)	1,074	110
Net (income) attributable to noncontrolling interests	—	(1)	—	(1)
Net income (loss) attributable to Micron	$ 894	$ (97)	$ 1,074	$ 109
Earnings (loss) per share				
Basic	$ 0.81	$ (0.09)	$ 1.00	$ 0.11
Diluted	0.77	(0.09)	0.95	0.10
Number of shares used in per share calculations				
Basic	1,099	1,036	1,070	1,035
Diluted	1,160	1,036	1,125	1,072

See accompanying notes to consolidated financial statements.

MICRON TECHNOLOGY, INC.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)
(Unaudited)

	Quarter ended		Six months ended	
	March 2, 2017	**March 3, 2016**	**March 2, 2017**	**March 3, 2016**
Net income (loss)	$ 894	$ (96)	$ 1,074	$ 110
Other comprehensive income (loss), net of tax				
Foreign currency translation adjustments	—	1	37	(89)
Gain (loss) on derivatives, net	—	3	(7)	(1)
Pension liability adjustments	—	1	(1)	(5)
Gain (loss) on investments, net	—	1	(1)	(2)
Other comprehensive income (loss)	—	6	28	(97)
Total comprehensive income (loss)	894	(90)	1,102	13
Comprehensive (income) attributable to noncontrolling interests	—	(1)	—	(1)
Comprehensive income (loss) attributable to Micron	$ 894	$ (91)	$ 1,102	$ 12

See accompanying notes to consolidated financial statements.

MICRON TECHNOLOGY, INC.

CONSOLIDATED BALANCE SHEETS
(in millions except par value amounts)
(Unaudited)

As of	March 2, 2017	September 1, 2016
Assets		
Cash and equivalents	$ 3,633	$ 4,140
Short-term investments	265	258
Receivables	2,891	2,068
Inventories	3,000	2,889
Other current assets	156	140
Total current assets	9,945	9,495
Long-term marketable investments	589	414
Equity method investments	38	1,364
Deferred tax assets	679	657
Property, plant, and equipment, net	19,098	14,686
Intangible assets, net	425	464
Goodwill	1,190	104
Other noncurrent assets	391	356
Total assets	$ 32,355	$ 27,540
Liabilities and equity		
Accounts payable and accrued expenses	$ 3,801	$ 3,879
Deferred income	289	200
Current debt	1,117	756
Total current liabilities	5,207	4,835
Long-term debt	11,308	9,154
Other noncurrent liabilities	677	623
Total liabilities	17,192	14,612
Commitments and contingencies		
Redeemable convertible notes	28	—
Micron shareholders' equity		
Common stock, $0.10 par value, 3,000 shares authorized, 1,110 shares issued and 1,106 outstanding (1,094 issued and 1,040 outstanding as of September 1, 2016)	111	109
Additional capital	8,003	7,736
Retained earnings	6,247	5,299
Treasury stock, 4 shares held (54 as of September 1, 2016)	(67)	(1,029)
Accumulated other comprehensive (loss)	(7)	(35)
Total Micron shareholders' equity	14,287	12,080
Noncontrolling interests in subsidiaries	848	848
Total equity	15,135	12,928
Total liabilities and equity	$ 32,355	$ 27,540

See accompanying notes to consolidated financial statements.

MICRON TECHNOLOGY, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)
(Unaudited)

Six months ended	March 2, 2017	March 3, 2016
Cash flows from operating activities		
Net income	$ 1,074	$ 110
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation expense and amortization of intangible assets	1,774	1,511
Amortization of debt discount and other costs	63	64
Stock-based compensation	101	101
Gain on remeasurement of previously-held equity interest in Inotera	(71)	—
Equity in net (income) loss of equity method investees	(5)	(64)
Change in operating assets and liabilities		
Receivables	(773)	542
Inventories	174	(268)
Accounts payable and accrued expenses	399	(67)
Payments attributed to intercompany balances with Inotera	(361)	—
Deferred income taxes, net	59	(27)
Other	109	(19)
Net cash provided by operating activities	2,543	1,883
Cash flows from investing activities		
Acquisition of Inotera	(2,634)	—
Expenditures for property, plant, and equipment	(2,428)	(2,209)
Purchases of available-for-sale securities	(803)	(679)
Payments to settle hedging activities	(249)	(66)
Proceeds from sales and maturities of available-for-sale securities	620	1,950
Proceeds from settlement of hedging activities	74	114
Other	54	(136)
Net cash provided by (used for) investing activities	(5,366)	(1,026)
Cash flows from financing activities		
Proceeds from issuance of debt	2,961	174
Proceeds from issuance of stock under equity plans	68	24
Proceeds from equipment sale-leaseback transactions	—	424
Repayments of debt	(556)	(519)
Payments on equipment purchase contracts	(33)	(14)
Cash paid to acquire treasury stock	(33)	(147)
Other	(66)	(10)
Net cash provided by (used for) financing activities	2,341	(68)
Effect of changes in currency exchange rates on cash and equivalents	(25)	2
Net increase (decrease) in cash and equivalents	(507)	791
Cash and equivalents at beginning of period	4,140	2,287
Cash and equivalents at end of period	$ 3,633	$ 3,078

See accompanying notes to consolidated financial statements.

Business and Basis of Presentation

We are a world leader in innovative memory solutions. Through our global brands – Micron®, Crucial®, Lexar®, and Ballistix® – our broad portfolio of high-performance memory technologies, including DRAM, NAND Flash, NOR Flash, and 3D XPoint™ memory, is transforming how the world uses information. Backed by more than 35 years of technology leadership, our memory solutions enable the world's most innovative computing, consumer, enterprise storage, data center, mobile, embedded, and automotive applications. The accompanying consolidated financial statements include the accounts of Micron and our consolidated subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States of America consistent in all material respects with those applied in our Annual Report on Form 10-K for the year ended September 1, 2016. In the opinion of our management, the accompanying unaudited consolidated financial statements contain all necessary adjustments, consisting of a normal recurring nature, to fairly state the financial information set forth herein. Certain reclassifications have been made to prior period amounts to conform to current period presentation.

Our fiscal year is the 52 or 53-week period ending on the Thursday closest to August 31. Fiscal years 2017 and 2016 each contain 52 weeks. All period references are to our fiscal periods unless otherwise indicated. These interim financial statements should be read in conjunction with the consolidated financial statements and accompanying notes included in our Annual Report on Form 10-K for the year ended September 1, 2016.

Variable Interest Entities

We have interests in entities that are VIEs. If we are the primary beneficiary of a VIE, we are required to consolidate it. To determine if we are the primary beneficiary, we evaluate whether we have the power to direct the activities that most significantly impact the VIE's economic performance and the obligation to absorb losses or the right to receive benefits of the VIE that could potentially be significant to the VIE. Our evaluation includes identification of significant activities and an assessment of our ability to direct those activities based on governance provisions and arrangements to provide or receive product and process technology, product supply, operations services, equity funding, financing, and other applicable agreements and circumstances. Our assessments of whether we are the primary beneficiary of our VIEs require significant assumptions and judgments.

Unconsolidated VIEs

***Inotera*:** Prior to our acquisition of the remaining interest in Inotera on December 6, 2016, Inotera was a VIE because of the terms of its supply agreement with us. We had determined that we did not have the power to direct the activities of Inotera that most significantly impacted its economic performance, primarily due to limitations on our governance rights that required the consent of other parties for key operating decisions and due to Inotera's dependence on Nanya for financing and the ability of Inotera to operate in Taiwan. Therefore, we did not consolidate Inotera and we accounted for our interest under the equity method. (See "Acquisition of Inotera" and "Equity Method Investments – Inotera" notes.)

***EQUVO*:** EQUVO HK Limited ("EQUVO"), a special purpose entity, was created to facilitate an equipment sale-leaseback financing transaction between us and a consortium of financial institutions. Neither we nor the financing entities have an equity interest in EQUVO. EQUVO was a VIE because its equity was not sufficient to permit it to finance its activities without additional support from the financing entities and because the third-party equity holder lacked characteristics of a controlling financial interest. By design, the arrangement with EQUVO was merely a financing vehicle and we did not bear any significant risks from variable interests with EQUVO. Therefore, we had determined that we did not have the power to direct the activities of EQUVO that most significantly impact its economic performance and we did not consolidate EQUVO. In February 2017, we completed all of our obligations under the sale-leaseback financing and no longer have any variable interests in EQUVO.

***SC Hiroshima Energy Corporation*:** SC Hiroshima Energy Corporation ("SCHE") is an entity created to construct and operate a cogeneration, electrical power plant to support our wafer manufacturing facility in Hiroshima, Japan. We do not have an equity interest in SCHE. SCHE is a VIE due to the nature of its tolling agreements with us and our option to purchase SCHE's assets. We do not control the operation and maintenance of the plant, which we have determined are the activities of SCHE that most significantly impact its economic performance. Therefore, we do not consolidate SCHE.

***PTI Xi'an*:** Powertech Technology Inc. Xi'an ("PTI Xi'an") is a wholly-owned subsidiary of Powertech Technology Inc. ("PTI") and was created to provide assembly services to us at our manufacturing site in Xi'an, China. We do not have an equity interest in PTI Xi'an. PTI Xi'an is a VIE because of the terms of its service agreement with us and its dependency on PTI to finance its operations. We have determined that we do not have the power to direct the activities of PTI Xi'an that most significantly impact its economic performance, primarily because we have no governance rights. Therefore, we do not consolidate PTI Xi'an.

Consolidated VIE

***IMFT*:** IMFT is a VIE because all of its costs are passed to us and its other member, Intel, through product purchase agreements and because IMFT is dependent upon us or Intel for additional cash requirements. The primary activities of IMFT are driven by the constant introduction of product and process technology. Because we perform a significant majority of the technology development, we have the power to direct its key activities. In addition, IMFT manufactures certain products exclusively for us using our technology. We consolidate IMFT because we have the power to direct the activities of IMFT that most significantly impact its economic performance and because we have the obligation to absorb losses and the right to receive benefits from IMFT that could potentially be significant to it. (See "Equity – Noncontrolling Interests in Subsidiaries – IMFT" note.)

Recently Adopted Accounting Standards

In March 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-09 – *Improvements to Employee Share-Based Payment Accounting*, which simplified several aspects of the accounting for share-based payment transactions, including income tax consequences, classification of awards as either equity or liabilities, forfeitures, and classification within the statement of cash flows. We adopted this ASU as of the beginning of the first quarter of 2017 and elected to account for forfeitures when they occur, on a modified retrospective basis. As a result of the adoption of this ASU, in the first quarter of 2017, we recognized deferred tax assets of $325 million for the excess tax benefits that arose directly from tax deductions related to equity compensation greater than amounts recognized for financial reporting and also recognized an increase of an equal amount in the valuation allowance against those deferred tax assets. The adoption did not have any other material impacts on our financial statements.

In April 2015, the FASB issued ASU 2015-05 – *Customer's Accounting for Fees Paid in a Cloud Computing Arrangement*, which provided additional guidance to customers about whether a cloud computing arrangement included a software license. Under ASU 2015-05, cloud computing arrangements that contain a software license should be accounted for in a manner consistent with the acquisition of other software licenses, otherwise customers should account for the arrangement as a service contract. ASU 2015-05 also removed the requirement to analogize to ASC 840-10 – *Leases*, to determine the asset acquired in a software licensing arrangement. We adopted this ASU as of the beginning of the first quarter of 2017 on a prospective basis. The adoption of this ASU did not have a material impact on our financial statements.

In February 2015, the FASB issued ASU 2015-02 – *Amendments to the Consolidation Analysis*, which amended the consolidation requirements in Accounting Standards Codification 810 – *Consolidation*. ASU 2015-02 made targeted amendments to the consolidation guidance for VIEs. We adopted this ASU as of the beginning of the first quarter of 2017 under a modified-retrospective approach. The adoption of this ASU did not have an impact on our financial statements.

Recently Issued Accounting Standards

In January 2017, the FASB issued ASU 2017-04 – *Simplifying the Test for Goodwill Impairment*, which modifies the goodwill impairment test and requires an entity to write down the carrying value of goodwill up to the amount by which the carrying amount of a reporting unit exceeds its fair value. This ASU will be effective for us beginning in the first quarter of 2021 with early adoption permitted and requires prospective adoption. We expect to adopt this ASU in the fourth quarter of 2017. Since the ASU simplifies the test for goodwill impairment, we do not expect the adoption of the ASU itself to have a material impact on our financial statements.

In November 2016, the FASB issued ASU 2016-18 – *Restricted Cash*, which requires amounts generally described as restricted cash and restricted cash equivalents be included with cash and cash equivalents when reconciling the total beginning and ending amounts for the periods shown on the statement of cash flows. This ASU will be effective for us beginning in the first quarter of 2019 with early adoption permitted and requires retrospective adoption. We are evaluating the timing and effects of our adoption of this ASU on our financial statements.

In October 2016, the FASB issued ASU 2016-16 – *Intra-Entity Transfers Other Than Inventory*, which requires an entity to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. This ASU will be effective for us beginning in the first quarter of 2019 with early adoption permitted and requires modified retrospective adoption. We are evaluating the timing and effects of our adoption of this ASU on our financial statements.

In June 2016, the FASB issued ASU 2016-13 – *Measurement of Credit Losses on Financial Instruments*, which requires a financial asset (or a group of financial assets) measured on the basis of amortized cost to be presented at the net amount expected to be collected. This ASU requires that the income statement reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU requires that credit losses of debt securities designated as available-for-sale be recorded through an allowance for credit losses and limits the credit loss to the amount by which fair value is below amortized cost. We are required to adopt this ASU beginning in the first quarter of 2021; however, we are permitted to adopt this ASU as early as the first quarter of 2020. This ASU is required to be adopted using a modified retrospective approach, with prospective adoption for debt securities for which an other-than-temporary impairment had been recognized before the effective date. We are evaluating the timing and effects of our adoption of this ASU on our financial statements.

In February 2016, the FASB issued ASU 2016-02 – *Leases*, which amends a number of aspects of lease accounting, including requiring lessees to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and corresponding liability, measured at the present value of the lease payments. This ASU will be effective for us beginning in the first quarter of 2020 with early adoption permitted and is required to be adopted using a modified retrospective approach. The adoption of this ASU will result in an increase to our consolidated balance sheets for these right-of-use assets and corresponding liabilities. We are evaluating the timing and other effects of our adoption of this ASU on our financial statements.

In January 2016, the FASB issued ASU 2016-01 – *Recognition and Measurement of Financial Assets and Financial Liabilities*, which provides guidance for the recognition, measurement, presentation, and disclosure of financial assets and liabilities. This ASU will be effective for us beginning in the first quarter of 2019 and requires modified retrospective adoption. We are evaluating the effects of our adoption of this ASU on our financial statements.

In May 2014, the FASB issued ASU 2014-09 – *Revenue from Contracts with Customers*, which supersedes nearly all existing revenue recognition guidance under generally accepted accounting principles in the U.S. The core principal of this ASU, as amended, is that an entity should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. This ASU also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. We are required to adopt this ASU beginning in our the quarter of 2019; however, we are permitted to adopt this ASU as early as the first quarter of 2018. This ASU allows for either full retrospective or modified retrospective adoption. We expect that, as a result of the adoption of this ASU, the timing of recognizing revenue from sales of products to our distributors under agreements allowing rights of return or price protection will be generally earlier than under the existing revenue recognition guidance. After adoption, the impact of this change in any reporting period is expected to be the net effect of changes to revenue recognized as of the beginning and end of each period. Revenue recognized upon resale by our customers with these rights was 20% and 22% for the second quarter and first six months of 2017, respectively, and 24% for the second quarter and first six months of 2016. We are evaluating the timing, method, and other effects of our adoption of this ASU on our financial statements.

Acquisition of Inotera

Through December 6, 2016, we held a 33% ownership interest in Inotera, Nanya and certain of its affiliates held a 32% ownership interest, and the remaining ownership interest was publicly held. On December 6, 2016, we acquired the 67% remaining interest in Inotera not owned by us (the "Inotera Acquisition") and began consolidating Inotera's operating results. The cash paid for the Inotera Acquisition was funded, in part, with proceeds from the 2021 MSTW Term Loan and the sale of shares of our common stock to Nanya. Inotera manufactures DRAM products at its 300mm wafer fabrication facility in Taoyuan City, Taiwan, and sold such products exclusively to us through supply agreements. SG&A expenses for the first six months of 2017 and for full fiscal 2016 included transaction costs of $13 million and $3 million, respectively, incurred in connection with the Inotera Acquisition.

In connection with the Inotera Acquisition, we revalued our previously-held 33% equity interest to its fair value. In determining the fair value, we used various valuation techniques, including the share price of Inotera prior to the announcement of the acquisition and discounted cash flow projections using inputs including discount rate and terminal growth rate (Level 3). As a result, we recognized a non-operating gain of $71 million in the second quarter of 2017.

In connection with the Inotera Acquisition, we sold 58 million shares of our common stock to Nanya (the "Micron Shares") and received cash proceeds of $986 million. Because the sale of the Micron Shares to Nanya was contemporaneously contemplated with, and contingent upon, the closing the Inotera Acquisition, the issuance of the Micron Shares was treated in purchase accounting as a non-cash exchange for a portion of the shares of Inotera held by Nanya. The Micron Shares were issued in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended, and are subject to certain restrictions on transfers. To reflect the lack of transferability, the fair value of the Micron Shares based on the trading price of our common stock on the acquisition date was reduced by a discount of $81 million, which was determined based on the implied volatility derived from traded options on our stock and on the duration of the lack of transferability (Level 2).

We estimated the assets acquired and liabilities assumed of Inotera as of the December 6, 2016 acquisition date. These estimates could change as additional information becomes available. The consideration and provisional valuation of assets acquired and liabilities assumed are as follows:

Consideration		
Cash paid for Inotera Acquisition	$	4,099
Less cash received from selling Micron Shares		(986)
Net cash paid for Inotera Acquisition		3,113
Fair value of our previously-held equity interest in Inotera		1,441
Fair value of Micron Shares exchanged for Inotera shares		995
Other		3
Payments attributed to intercompany balances with Inotera		(361)
	$	5,191
Assets acquired and liabilities assumed		
Cash and equivalents	$	118
Inventories		285
Other current assets		27
Property, plant, and equipment		3,781
Deferred tax assets		74
Goodwill		1,086
Other noncurrent assets		117
Accounts payable and accrued expenses		(232)
Debt		(56)
Other noncurrent liabilities		(9)
	$	5,191

As a result of the Inotera Acquisition, we expect to experience greater operational flexibility to drive new technology in products manufactured by Inotera, optimize the deployment of our cash flows across our operations, and enhance our ability to adapt our product offerings to changes in market conditions. We are evaluating the assignment of goodwill to our reporting units. Goodwill resulting from the Inotera Acquisition is not deductible for Taiwan corporate income tax purposes; however, it is deductible for Taiwan surtax purposes.

Unaudited Pro Forma Financial Information

The following unaudited pro forma financial information presents the combined results of operations as if the Inotera Acquisition had occurred on September 4, 2015. The pro forma financial information includes the accounting effects of the business combination, including adjustments for depreciation of property, plant, and equipment, interest expense, elimination of intercompany activities, and revaluation of inventories. The unaudited pro forma financial information below is not necessarily indicative of either future results of operations or results that might have been achieved had the Inotera Acquisition occurred on September 4, 2015.

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Net sales	$ 4,648	$ 2,927	$ 8,613	$ 6,272
Net income (loss)	890	(196)	1,080	(48)
Net income (loss) attributable to Micron	890	(197)	1,080	(49)
Earnings (loss) per share				
Basic	0.81	(0.18)	0.98	(0.04)
Diluted	0.77	(0.18)	0.93	(0.04)

The unaudited pro forma financial information for 2017 includes our results for the quarter and six months ended March 2, 2017 (which includes the results of Inotera since our acquisition of Inotera on December 6, 2016), the results of Inotera for the three months ended November 30, 2016, and the adjustments described above. The pro forma information for 2016 includes our results for the quarter and six months ended March 3, 2016, the results of Inotera for the quarter and six months ended February 28, 2016, and the adjustments described above.

Technology Transfer and License Agreements with Nanya

Effective December 6, 2016, under the terms of technology transfer and license agreements, Nanya has options to require us to transfer to Nanya for Nanya's use certain technology and deliverables related to the next DRAM process node generation after our 20nm process node (the "1X Process Node") and the next DRAM process node generation after the 1X Process Node. Under the terms of the agreements, Nanya would pay royalties to us for a license to the transferred technologies based on revenues from products utilizing the technologies, subject to specified caps, and we would also receive an equity interest in Nanya upon the achievement of certain milestones.

Cash and Investments

Cash and equivalents and the fair values of our available-for-sale investments, which approximated amortized costs, were as follows:

As of	March 2, 2017				September 1, 2016			
	Cash and Equivalents	Short-term Investments	Long-term Marketable Investments[1]	Total Fair Value	Cash and Equivalents	Short-term Investments	Long-term Marketable Investments[1]	Total Fair Value
Cash	$ 2,744	$ —	$ —	$ 2,744	$ 2,258	$ —	$ —	$ 2,258
Level 1[2]								
Money market funds	306	—	—	306	1,507	—	—	1,507
Level 2[3]								
Certificates of deposit	456	9	8	473	373	33	—	406
Corporate bonds	13	120	300	433	—	142	235	377
Government securities	24	76	106	206	2	62	82	146
Asset-backed securities	—	2	175	177	—	12	97	109
Commercial paper	90	58	—	148	—	9	—	9
	$ 3,633	$ 265	$ 589	$ 4,487	$ 4,140	$ 258	$ 414	$ 4,812

(1) *The maturities of long-term marketable investments range from one to four years.*

(2) *The fair value of Level 1 securities is measured based on quoted prices in active markets for identical assets.*

(3) *The fair value of Level 2 securities is measured using information obtained from pricing services, which obtain quoted market prices for similar instruments, non-binding market consensus prices that are corroborated by observable market data, or various other methodologies, to determine the appropriate value at the measurement date. We perform supplemental analysis to validate information obtained from these pricing services. No adjustments were made to such pricing information as of March 2, 2017.*

Proceeds from sales of available-for-sale securities were $36 million and $548 million for the second quarter and first six months of 2017, respectively, and $585 million and $992 million for the second quarter and first six months of 2016, respectively. Gross realized gains and losses from sales of available-for-sale securities were not material for any period presented. As of March 2, 2017, there were no available-for-sale securities that had been in a loss position for longer than 12 months.

Other noncurrent assets, excluded from the table above, included restricted cash of $97 million and $122 million as of March 2, 2017 and September 1, 2016, respectively.

Receivables

As of	March 2, 2017	September 1, 2016
Trade receivables	$ 2,528	$ 1,765
Income and other taxes	125	119
Other	238	184
	$ 2,891	$ 2,068

Inventories

As of	March 2, 2017	September 1, 2016
Finished goods	$ 862	$ 899
Work in process	1,833	1,761
Raw materials and supplies	305	229
	$ 3,000	$ 2,889

Property, Plant, and Equipment

As of	September 1, 2016	Additions	Retirements and Other	March 2, 2017
Land	$ 145	$ 205	$ (2)	$ 348
Buildings	6,653	785	(12)	7,426
Equipment[1]	25,910	5,170	(254)	30,826
Construction in progress[2]	475	(18)	3	460
Software	422	11	(2)	431
	33,605	6,153	(267)	39,491
Accumulated depreciation	(18,919)	(1,720)	246	(20,393)
	$ 14,686	$ 4,433	$ (21)	$ 19,098

(1) *Included costs related to equipment not placed into service of $956 million and $1.47 billion as of March 2, 2017 and September 1, 2016, respectively.*
(2) *Included building-related construction and tool installation costs for assets not placed into service.*

Depreciation expense was $976 million and $1.72 billion for the second quarter and first six months of 2017, respectively, and $745 million and $1.45 billion for the second quarter and first six months of 2016, respectively. In the fourth quarter of 2016, we revised the estimated useful lives of equipment in our DRAM wafer fabrication facilities from five to seven years, which reduced depreciation costs by approximately $100 million per quarter in 2017.

Equity Method Investments

As of	March 2, 2017		September 1, 2016	
	Investment Balance	Ownership Percentage	Investment Balance	Ownership Percentage
Inotera	$ —	—%	$ 1,314	33%
Tera Probe	23	40%	36	40%
Other	15	Various	14	Various
	$ 38		$ 1,364	

Equity in net income (loss) of equity method investees, net of tax, included the following:

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Inotera	$ —	$ 2	$ 9	$ 54
Tera Probe	7	3	(5)	6
Other	—	—	1	4
	$ 7	$ 5	$ 5	$ 64

Inotera

Through December 6, 2016, we partnered with Nanya in Inotera, a Taiwan DRAM memory company, at which time we acquired the remaining 67% interest in Inotera. Historically, we accounted for our interest in Inotera on a two-month lag under the equity method. As a result of the Inotera Acquisition, we account for Inotera without a lag, consistent with our other wholly-owned subsidiaries.

From January 2013 through December 2015, we purchased all of Inotera's DRAM output under supply agreements at prices reflecting discounts from market prices for our comparable components. After December 2015 and until our acquisition of the remaining interest in Inotera, the price for DRAM products purchased by us was based on a formula that equally shared margin between Inotera and us. We purchased $504 million of DRAM products from Inotera in the first quarter of 2017 and $326 million and $705 million in the second quarter and first six months of 2016, respectively.

Tera Probe

We have a 40% interest in Tera Probe, which provides semiconductor wafer testing and probe services to us and others. In the first quarter of 2017, we recorded an impairment charge of $16 million within equity in net income (loss) of equity method investees to write down the carrying value of our investment in Tera Probe to its fair value based on its trading price (Level 1). As of March 2, 2017, our proportionate share of Tera Probe's underlying equity exceeded our investment balance by $47 million, which is expected to be accreted to earnings over a weighted-average period of seven years. We incurred manufacturing costs for services performed by Tera Probe for us of $16 million and $32 million in the second quarter and first six months of 2017, respectively, and $18 million and $39 million in the second quarter and first six months of 2016, respectively.

Intangible Assets and Goodwill

As of	March 2, 2017		September 1, 2016	
	Gross Amount	Accumulated Amortization	Gross Amount	Accumulated Amortization
Amortizing assets				
Product and process technology	$ 755	$ (439)	$ 757	$ (402)
Other	1	—	1	—
	756	(439)	758	(402)
Non-amortizing assets				
In-process R&D	108	—	108	—
Total intangible assets	$ 864	$ (439)	$ 866	$ (402)
Goodwill	$ 1,190		$ 104	

During the first six months of 2017 and 2016, we capitalized $14 million and $16 million, respectively, for product and process technology with weighted-average useful lives of ten years. Amortization expense was $27 million and $54 million for the second quarter and first six months of 2017, respectively, and $29 million and $60 million for the second quarter and first six months of 2016, respectively. Expected amortization expense is $55 million for the remainder of 2017, $95 million for 2018, $47 million for 2019, $31 million for 2020, and $27 million for 2021.

Accounts Payable and Accrued Expenses

As of	March 2, 2017	September 1, 2016
Accounts payable	$ 1,380	$ 1,186
Property, plant, and equipment payables	1,378	1,649
Salaries, wages, and benefits	447	289
Customer advances	153	132
Income and other taxes	117	41
Related party payables	7	273
Other	319	309
	$ 3,801	$ 3,879

As of September 1, 2016, related party payables included $266 million due to Inotera primarily for the purchase of DRAM products.

Debt

As of	March 2, 2017					September 1, 2016		
	Stated Rate	Effective Rate	Current	Long-Term	Total	Current	Long-Term	Total
MMJ creditor installment payments	N/A	6.52%	$ 148	$ 446	$ 594	$ 189	$ 680	$ 869
Capital lease obligations	N/A	3.42%	349	914	1,263	380	1,026	1,406
2021 MSAC senior secured term loan	3.464%	3.87%	—	445	445	—	—	—
2021 MSTW senior secured term loan	2.852%	3.02%	—	2,584	2,584	—	—	—
2022 senior notes	5.875%	6.14%	—	591	591	—	590	590
2022 senior secured term loan B	4.540%	4.95%	5	728	733	5	730	735
2023 senior notes	5.250%	5.43%	—	990	990	—	990	990
2023 senior secured notes	7.500%	7.69%	—	1,238	1,238	—	1,237	1,237
2024 senior notes	5.250%	5.38%	—	546	546	—	546	546
2025 senior notes	5.500%	5.56%	—	1,140	1,140	—	1,139	1,139
2026 senior notes	5.625%	5.73%	—	446	446	—	446	446
2032C convertible senior notes[(1)]	2.375%	5.95%	—	207	207	—	204	204
2032D convertible senior notes[(1)]	3.125%	6.33%	—	156	156	—	154	154
2033E convertible senior notes[(1)]	1.625%	4.50%	171	—	171	—	168	168
2033F convertible senior notes[(1)]	2.125%	4.93%	274	—	274	—	271	271
2043G convertible senior notes	3.000%	6.76%	—	664	664	—	657	657
Other notes payable	2.189%	2.59%	170	213	383	182	316	498
			$ 1,117	$ 11,308	$ 12,425	$ 756	$ 9,154	$ 9,910

(1) *Since the closing price of our common stock exceeded 130% of the conversion price per share for at least 20 trading days in the 30 trading day period ended on December 31, 2016, these notes are convertible by the holders through the calendar quarter ending March 31, 2017. The 2033 Notes were classified as current as of March 2, 2017 because the terms of these notes require us to pay cash for the principal amount of any converted notes and holders of these notes had the right to convert their notes as of that date.*

Capital Lease Obligations

In the second quarter of 2017, we recorded capital lease obligations aggregating $82 million at a weighted-average effective interest rate of 2.9% and a weighted-average expected term of 7 years. In the first six months of 2017, we recorded capital lease obligations aggregating $133 million.

2021 MSAC Senior Secured Term Loan

In November 2016, we entered into a five-year variable-rate facility agreement to obtain up to $800 million of financing, collateralized by certain production equipment. On December 2, 2016, we drew $450 million under the 2021 MSAC Term Loan and may utilize the remaining facility in multiple draws until June 10, 2017. Interest is payable quarterly at a per annum rate equal to three-month LIBOR plus 2.4%. Principal is payable in 16 equal quarterly installments beginning in March 2018. The 2021 MSAC Term Loan contains covenants which are customary for financings of this type, including negative covenants that limit or restrict our ability to create liens or dispose of the equipment securing the facility agreement. The 2021 MSAC Term Loan also contains a covenant that the ratio of the outstanding loan to the fair value of the equipment collateralizing the loan not exceed 0.8. If such ratio is exceeded, we are required to grant a security interest in additional equipment and/or prepay the 2021 MSAC Term Loan in an amount sufficient to reduce such ratio to 0.8 or less. The 2021 MSAC Term Loan also contains customary events of default which could result in the acceleration of all amounts to be immediately due and payable and cancellation of all commitments under the facility agreement. The 2021 MSAC Term Loan is guaranteed by Micron.

2021 MSTW Senior Secured Term Loan

In connection with the Inotera Acquisition, on December 6, 2016, we drew 80 billion New Taiwan dollars (equivalent to $2.5 billion) under a collateralized, five-year term loan that bears interest at a variable per annum rate equal to the three-month or six-month TAIBOR, at our option, plus a margin of 2.05%. Principal under the 2021 MSTW Term Loan is payable in six equal semi-annual installments, commencing in June 2019, through December 2021. The 2021 MSTW Term Loan is collateralized by certain assets, including a real estate mortgage on Inotera's main production facility and site, a chattel mortgage over certain equipment of Inotera, all of the stock of our MSTW subsidiary, and the 82% of stock of Inotera owned by MSTW. The 2021 MSTW Term Loan is guaranteed by Micron.

The 2021 MSTW Term Loan contains affirmative and negative covenants, including covenants that limit or restrict our ability to create liens in or dispose of collateral securing obligations under the 2021 MSTW Term Loan, mergers involving MSTW and/or Inotera, loans or guarantees to third parties by Inotera and/or MSTW, and MSTW's and/or Inotera's distribution of cash dividends. The 2021 MSTW Term Loan also contains financial covenants, which are tested semi-annually, as follows:

- MSTW must maintain a consolidated ratio of total debt to adjusted EBITDA not higher than 5.5x in 2017 and 2018, and not higher than 4.5x in 2019 through 2021;
- MSTW must maintain adjusted consolidated tangible net worth of not less than 4.0 billion New Taiwan dollars in 2017 and 2018, not less than 6.5 billion New Taiwan dollars in 2019 and 2020, and not less than 12.0 billion New Taiwan dollars in 2021;
- on a consolidated basis, Micron must maintain a ratio of total debt to adjusted EBITDA not higher than 3.5x in 2017, not higher than 3.0x in 2018 and 2019, and not higher than 2.5x in 2020 and 2021; and
- on a consolidated basis, Micron must maintain adjusted tangible net worth not less than $9.0 billion in 2017, not less than $12.5 billion in 2018 and 2019, and not less than $16.5 billion in 2020 and 2021.

If MSTW fails to maintain a required financial covenant, the interest rate will be increased by 0.25% until such time as the required financial ratios are maintained. If MSTW's failure continues for two consecutive semi-annual periods, such will constitute an event of default that could result in all obligations owed under the 2021 MSTW Term Loan being accelerated to be immediately due and payable. Micron's failure to maintain a required financial covenant will only result in a 0.25% increase to the interest rate but will not constitute an event of default. The 2021 MSTW Term Loan also contains customary events of default.

Convertible Senior Notes

As of March 2, 2017, the trading price of our common stock was higher than the initial conversion prices of our 2032 Notes and our 2033 Notes. As a result, the conversion values for these notes exceeded the principal amounts by $1.21 billion as of March 2, 2017.

2022 Senior Secured Term Loan B Repricing Amendment

In October 2016, we amended our 2022 Term Loan B, substantially all of which was treated as a debt modification, to reduce the margins added to the base rate from 5.00% to 2.75% and to the adjusted LIBOR rate from 6.00% to 3.75%.

Tender Offers

On March 27, 2017, we commenced tender offers to purchase up to $1.00 billion aggregate purchase price, exclusive of accrued interest (such aggregate purchase price subject to increase by us), of our 2022 senior notes, 2023 senior notes, 2024 senior notes, 2025 senior notes, and 2026 senior notes.

Contingencies

We have accrued a liability and charged operations for the estimated costs of adjudication or settlement of various asserted and unasserted claims existing as of the balance sheet date, including those described below. We are currently a party to other legal actions arising from the normal course of business, none of which is expected to have a material adverse effect on our business, results of operations, or financial condition.

Patent Matters

As is typical in the semiconductor and other high-tech industries, from time to time others have asserted, and may in the future assert, that our products or manufacturing processes infringe their intellectual property rights.

On November 21, 2014, Elm 3DS Innovations, LLC ("Elm") filed a patent infringement action against Micron, MSP, and Micron Consumer Products Group, Inc. in the U.S. District Court for the District of Delaware. On March 27, 2015, Elm filed an amended complaint against the same entities. The amended complaint alleges that unspecified semiconductor products of ours that incorporate multiple stacked die infringe thirteen U.S. patents and seeks damages, attorneys' fees, and costs.

On December 15, 2014, Innovative Memory Solutions, Inc. filed a patent infringement action against Micron in the U.S. District Court for the District of Delaware. The complaint alleges that a variety of our NAND Flash products infringe eight U.S. patents and seeks damages, attorneys' fees, and costs.

On June 24, 2016, the President and Fellows of Harvard University filed a patent infringement action against Micron in the U.S. District Court for the District of Massachusetts. The complaint alleges that a variety of our DRAM products infringe two U.S. patents and seeks damages, injunctive relief, and other unspecified relief.

Among other things, the above lawsuits pertain to certain of our DDR DRAM, DDR2 DRAM, DDR3 DRAM, DDR4 DRAM, SDR SDRAM, PSRAM, RLDRAM, LPDRAM, NAND Flash, and certain other memory products we manufacture, which account for a significant portion of our net sales.

We are unable to predict the outcome of assertions of infringement made against us and therefore cannot estimate the range of possible loss. A determination that our products or manufacturing processes infringe the intellectual property rights of others or entering into a license agreement covering such intellectual property could result in significant liability and/or require us to make material changes to our products and/or manufacturing processes. Any of the foregoing could have a material adverse effect on our business, results of operations, or financial condition.

Qimonda

On January 20, 2011, Dr. Michael Jaffé, administrator for Qimonda insolvency proceedings, filed suit against Micron and Micron Semiconductor B.V., our Netherlands subsidiary ("Micron B.V."), in the District Court of Munich, Civil Chamber. The complaint seeks to void under Section 133 of the German Insolvency Act a share purchase agreement between Micron B.V. and Qimonda signed in fall 2008 pursuant to which Micron B.V. purchased substantially all of Qimonda's shares of Inotera Memories, Inc. (the "Inotera Shares"), representing approximately 18% of Inotera's outstanding shares as of March 2, 2017, and seeks an order requiring us to re-transfer those shares to the Qimonda estate. The complaint also seeks, among other things, to recover damages for the alleged value of the joint venture relationship with Inotera and to terminate under Sections 103 or 133 of the German Insolvency Code a patent cross-license between us and Qimonda entered into at the same time as the share purchase agreement.

Following a series of hearings with pleadings, arguments, and witnesses on behalf of the Qimonda estate, on March 13, 2014, the Court issued judgments: (1) ordering Micron B.V. to pay approximately $1 million in respect of certain Inotera shares sold in connection with the original share purchase; (2) ordering Micron B.V. to disclose certain information with respect to any Inotera Shares sold by it to third parties; (3) ordering Micron B.V. to disclose the benefits derived by it from ownership of the Inotera Shares, including in particular, any profits distributed on such shares and all other benefits; (4) denying Qimonda's claims against Micron for any damages relating to the joint venture relationship with Inotera; and (5) determining that Qimonda's obligations under the patent cross-license agreement are canceled. In addition, the Court issued interlocutory judgments ordering, among other things: (1) that Micron B.V. transfer to the Qimonda estate the Inotera Shares still owned by it and pay to the Qimonda estate compensation in an amount to be specified for any Inotera Shares sold to third parties; and (2) that Micron B.V. pay the Qimonda estate as compensation an amount to be specified for benefits derived by it from ownership of the Inotera Shares. The interlocutory judgments have no immediate, enforceable effect on us, and, accordingly, we expect to be able to continue to operate with full control of the Inotera Shares subject to further developments in the case. We have filed a notice of appeal, and the parties have submitted briefs to the appeals court.

We are unable to predict the outcome of the matter and therefore cannot estimate the range of possible loss. The final resolution of this lawsuit could result in the loss of the Inotera Shares or monetary damages, unspecified damages based on the benefits derived by Micron B.V. from the ownership of the Inotera Shares, and/or the termination of the patent cross-license, which could have a material adverse effect on our business, results of operation, or financial condition.

Other

In the normal course of business, we are a party to a variety of agreements pursuant to which we may be obligated to indemnify the other party. It is not possible to predict the maximum potential amount of future payments under these types of agreements due to the conditional nature of our obligations and the unique facts and circumstances involved in each particular agreement. Historically, our payments under these types of agreements have not had a material adverse effect on our business, results of operations, or financial condition.

Redeemable Convertible Notes

Under the terms of the indentures governing the 2033 Notes, upon conversion, we would be required to pay cash equal to the lesser of (1) the aggregate principal amount or (2) the conversion value of the notes being converted. To the extent the conversion value exceeds the principal amount, we could pay cash, shares of common stock, or a combination thereof, at our option, for the amount of such excess. The closing price of our common stock met the thresholds for conversion for the calendar quarter ended December 31, 2016; therefore, the 2033 Notes are convertible by the holders through the calendar quarter ended March 31, 2017. As a result, the 2033 Notes were classified as current debt and the aggregate difference between the principal amount and the carrying value of $28 million was classified as redeemable convertible notes in the accompanying consolidated balance sheet. The closing price of our common stock did not meet the thresholds for the calendar quarter ended June 30, 2016; therefore, the 2033 Notes were not convertible by the holders as of September 1, 2016. Therefore, as of September 1, 2016, the 2033 Notes had been classified as noncurrent debt and the aggregate difference between the principal amount and the carrying value had been classified as additional capital.

Equity

Micron Shareholders' Equity

***Treasury Stock*:** In connection with the Inotera Acquisition, in the second quarter of 2017, we sold 58 million shares of our common stock to Nanya for $986 million in cash, of which 54 million shares were issued from treasury stock. As a result, treasury stock decreased by $1.03 billion, resulting in a decrease in retained earnings of $104 million for the difference between the carrying value of the treasury stock and its $925 million fair value.

***Outstanding Capped Calls*:** Our capped calls are intended to reduce the effect of potential dilution from our convertible notes and provide for our receipt of cash or shares, at our election, from our counterparties if the trading price of our stock is above strike prices on the expiration dates. As of March 2, 2017, the dollar value of cash or shares that we would receive from our outstanding capped calls upon their expiration dates range from $0, if the trading price of our stock is below strike prices for all capped calls at expiration, to $652 million, if the trading price of our stock is at or above the cap prices for all capped calls.

Expiration of Capped Calls: In the second quarter of 2017, we share-settled a portion of our 2032C and 2032D Capped Calls and received 4 million shares of our stock, equal to a value of $67 million, based on the volume-weighted trading stock prices at the expiration dates. The shares received were recorded as treasury stock.

***Shareholder Rights Agreement*:** On January 18, 2017, our shareholders approved a Section 382 Rights Agreement (the "Rights Agreement"), under which our shareholders of record as of the close of business on August 1, 2016 received one right for each share of common stock outstanding, which entitles shareholders to purchase additional shares of our common stock at a significant discount in the event of an ownership change. The Rights Agreement is intended to avoid an ownership change, as defined by Section 382 of the Internal Revenue Code of 1986, as amended, and thereby preserve our current ability to utilize certain net operating loss and credit carryforwards.

Noncontrolling Interests in Subsidiaries

As of	March 2, 2017		September 1, 2016	
	Noncontrolling Interest Balance	Noncontrolling Interest Percentage	Noncontrolling Interest Balance	Noncontrolling Interest Percentage
IMFT	$ 832	49%	$ 832	49%
Other	16	Various	16	Various
	$ 848		$ 848	

***IMFT*:** Since IMFT's inception in 2006, we have owned 51% of IMFT, a joint venture between us and Intel that manufactures NAND Flash and 3D XPoint memory products exclusively for the members. The members share the output of IMFT generally in proportion to their investment. IMFT is governed by a Board of Managers for which the number of managers appointed by each member varies based on the members' respective ownership interests. The IMFT joint venture agreement extends through 2024 and includes certain buy-sell rights. Through December 2018, Intel can put to us, and from January 2019 through December 2021, we can call from Intel, Intel's interest in IMFT, in either case, for an amount equal to the noncontrolling interest balance attributable to Intel at such time either member exercises its right. If Intel exercises its put right, we can elect to set the closing date of the transaction to be any time within two years following such election by Intel and can elect to receive financing of the purchase price from Intel for one to two years from the closing date. Creditors of IMFT have recourse only to IMFT's assets and do not have recourse to any other of our assets. In the first six months of 2016, we and Intel contributed $38 million and $37 million, respectively, to IMFT.

IMFT manufactures memory products using designs and technology we develop with Intel. We generally share with Intel the costs of product design and process development activities for NAND Flash and 3D XPoint memory at IMFT and our other facilities. Our R&D expenses were reduced by reimbursements from Intel of $59 million and $115 million for the second quarter and first six months of 2017, respectively, and $53 million and $99 million for the second quarter and first six months of 2016, respectively.

Our sales include Non-Trade Non-Volatile Memory, which primarily consists of products sold to Intel through our IMFT joint venture at long-term negotiated prices approximating cost. Non-Trade Non-Volatile Memory sales to Intel were $158 million and $281 million for the second quarter and first six months of 2017, respectively, and $126 million and $252 million for the second quarter and first six months of 2016, respectively.

The following table presents the assets and liabilities of IMFT included in our consolidated balance sheets:

As of	March 2, 2017	September 1, 2016
Assets		
Cash and equivalents	$ 94	$ 98
Receivables	103	89
Inventories	102	68
Other current assets	6	6
Total current assets	305	261
Property, plant, and equipment, net	1,680	1,792
Other noncurrent assets	42	50
Total assets	$ 2,027	$ 2,103
Liabilities		
Accounts payable and accrued expenses	$ 151	$ 175
Deferred income	6	7
Current debt	16	16
Total current liabilities	173	198
Long-term debt	37	66
Other noncurrent liabilities	91	94
Total liabilities	$ 301	$ 358

Amounts exclude intercompany balances that were eliminated in our consolidated balance sheets.

Restrictions on Net Assets

As a result of the corporate reorganization proceedings the MMJ Companies initiated in March 2012, and for so long as such proceedings continue, the MMJ Group is subject to certain restrictions on dividends, loans, and advances. In addition, the 2021 MSTW Term Loan contains covenants that limit or restrict the ability of MSTW and/or Inotera to distribute cash dividends. Also, our ability to access the cash and other assets of IMFT through dividends, loans, or advances, including to finance our other operations, is limited and is subject to agreement by Intel. As a result, our total restricted net assets (net assets less intercompany balances and noncontrolling interests) as of March 2, 2017 were $3.38 billion for the MMJ Group, $2.80 billion for MSTW and Inotera, and $894 million for IMFT, which included cash and equivalents of $529 million for the MMJ Group, $297 million for MSTW and Inotera, and $94 million for IMFT.

Fair Value Measurements

All of our marketable debt and equity investments (excluding equity method investments) were classified as available-for-sale and carried at fair value. Amounts reported as cash and equivalents, receivables, and accounts payable and accrued expenses approximate fair value. The estimated fair value and carrying value of debt instruments (excluding the carrying value of the equity and mezzanine equity components of our convertible notes) were as follows:

As of	March 2, 2017		September 1, 2016	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Notes and MMJ creditor installment payments	$ 10,092	$ 9,690	$ 7,257	$ 7,050
Convertible notes	3,191	1,472	2,408	1,454

The fair values of our convertible notes were determined based on inputs that were observable in the market or that could be derived from, or corroborated with, observable market data, including the trading price of our convertible notes when available, our stock price, and interest rates based on similar debt issued by parties with credit ratings similar to ours (Level 2). The fair values of our other debt instruments were estimated based on discounted cash flows using inputs that were observable in the market or that could be derived from, or corroborated with, observable market data, including the trading price of our notes, when available, and interest rates based on similar debt issued by parties with credit ratings similar to ours (Level 2).

Derivative Instruments

We use derivative instruments to manage a portion of our exposure to changes in currency exchange rates from our monetary assets and liabilities denominated in currencies other than the U.S. dollar. We do not use derivative instruments for speculative purpose.

Derivative Instruments without Hedge Accounting Designation

***Currency Derivatives*:** To hedge our exposures of monetary assets and liabilities to changes in currency exchange rates, we generally utilize a rolling hedge strategy with currency forward contracts that mature within 8 months. In addition, to mitigate the risk of the yen strengthening against the U.S. dollar on our MMJ creditor installment payments due in December 2017 and 2018, we entered into forward contracts to purchase 18 billion yen in December 2017 and 28 billion yen in December 2018. At the end of each reporting period, monetary assets and liabilities denominated in currencies other than the U.S. dollar are remeasured into U.S. dollars and the associated outstanding forward contracts are marked to market. Currency forward contracts are valued at fair values based on the middle of bid and ask prices of dealers or exchange quotations (Level 2). Total notional amounts and gross fair values for derivative instruments without hedge accounting designation were as follows:

		Fair Value		
	Notional Amount (in U.S. Dollars)	Current Assets[1]	Current Liabilities[2]	Noncurrent Liabilities[3]
As of March 2, 2017				
New Taiwan dollar	$ 2,855	$ 57	$ (2)	$ —
Yen	1,033	—	(12)	(4)
Euro	151	—	(1)	—
Singapore dollar	134	—	(1)	—
Other	20	—	—	—
	$ 4,193	$ 57	$ (16)	$ (4)
As of September 1, 2016				
Yen	$ 1,668	$ —	$ (10)	$ —
Euro	93	—	—	—
Singapore dollar	206	—	—	—
Other	85	—	(1)	—
	$ 2,052	$ —	$ (11)	$ —

(1) *Included in receivables – other.*
(2) *Included in accounts payable and accrued expenses – other.*
(3) *Included in other noncurrent liabilities.*

Realized and unrealized gains and losses on derivative instruments without hedge accounting designation as well as the change in the underlying monetary assets and liabilities due to changes in currency exchange rates are included in other non-operating income (expense), net. For derivative instruments without hedge accounting designation, we recognized net gains of $61 million and net losses of $117 million for the second quarter and first six months of 2017, respectively, and net gains of $92 million and $71 million for the second quarter and first six months of 2016, respectively.

Derivative Instruments with Cash Flow Hedge Accounting Designation

***Currency Derivatives*:** We utilize currency forward contracts that generally mature within 12 months to hedge our exposure to changes in cash flows from changes in currency exchange rates for certain capital expenditures. Currency forward contracts are measured at fair value based on market-based observable inputs including currency exchange spot and forward rates, interest rates, and credit-risk spreads (Level 2).

For derivative instruments designated as cash flow hedges, the effective portion of the realized and unrealized gain or loss on the derivatives is included as a component of accumulated other comprehensive income (loss). Amounts in accumulated other comprehensive income (loss) are reclassified into earnings in the same line items and in the same periods in which the underlying transactions affect earnings. The ineffective and excluded portion of the realized and unrealized gain or loss is included in other non-operating income (expense), net. Total notional amounts and gross fair values for derivative instruments with cash flow hedge accounting designation were as follows:

		Fair Value	
	Notional Amount (in U.S. Dollars)	Current Assets[1]	Current Liabilities[2]
As of March 2, 2017			
Yen	$ 6	$ —	$ —
Euro	6	—	—
	$ 12	$ —	$ —
As of September 1, 2016			
Yen	$ 107	$ 2	$ (1)
Euro	65	—	(1)
	$ 172	$ 2	$ (2)

(1) *Included in receivables – other.*
(2) *Included in accounts payable and accrued expenses – other.*

We recognized losses in accumulated other comprehensive income (loss) from the effective portion of cash flow hedges of $9 million in the first six months of 2017, and gains of $5 million and $1 million in the second quarter and first six months of 2016, respectively. Neither the ineffective portions of cash flow hedges recognized in other non-operating income (expense) nor amounts reclassified from accumulated other comprehensive income (loss) to earnings were material in the second quarters and first six months 2017 and 2016. The amount from cash flow hedges included in accumulated other comprehensive income (loss) that is expected to be reclassified into earnings in the next 12 months is not material.

Equity Plans

As of March 2, 2017, 72 million shares were available for future awards under our equity plans.

Stock Options

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Stock options granted	4	5	6	7
Weighted-average grant-date fair value per share	$ 8.37	$ 6.59	$ 8.15	$ 7.01
Average expected life in years	5.5	5.5	5.5	5.5
Weighted-average expected volatility	47%	47%	47%	47%
Weighted-average risk-free interest rate	1.9%	1.7%	1.8%	1.7%
Expected dividend yield	0%	0%	0%	0%

Restricted Stock and Restricted Stock Units ("Restricted Stock Awards")

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Restricted stock awards granted	5	6	8	9
Weighted-average grant-date fair value per share	$ 18.67	$ 14.71	$ 18.52	$ 15.84

Stock-based Compensation Expense

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Stock-based compensation expense by caption				
Cost of goods sold	$ 23	$ 19	$ 42	$ 37
Selling, general, and administrative	18	21	33	38
Research and development	14	15	26	26
	$ 55	$ 55	$ 101	$ 101
Stock-based compensation expense by type of award				
Stock options	$ 18	$ 22	$ 35	$ 42
Restricted stock awards	37	33	66	59
	$ 55	$ 55	$ 101	$ 101

As of March 2, 2017, $438 million of total unrecognized compensation costs for unvested awards was expected to be recognized through the second quarter of 2021, resulting in a weighted-average period of 1.3 years. Stock-based compensation expense does not reflect significant income tax benefits, which is consistent with our treatment of income or loss from our U.S. operations.

Restructure and Asset Impairments

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
2016 Restructuring Plan	$ 4	$ —	$ 33	$ —
Other	—	1	—	16
	$ 4	$ 1	$ 33	$ 16

In the fourth quarter of 2016, we initiated a restructure plan in response to business conditions and the need to accelerate focus on our key priorities (the "2016 Restructuring Plan"). The 2016 Restructuring Plan includes the elimination of certain projects and programs, the permanent closure of a number of open headcount requisitions, workforce reductions in certain areas of our business, and other non-headcount related spending reductions. As a result, we incurred charges of $33 million in the first six months of 2017 and $58 million in the fourth quarter of 2016 and do not expect to incur additional material charges. As of March 2, 2017 and September 1, 2016, we had accrued liabilities of $9 million and $24 million, respectively, related to the 2016 Restructuring Plan.

Other Non-Operating Income (Expense), Net

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Loss from changes in currency exchange rates	$ (28)	$ (5)	$ (40)	$ (8)
Gain on remeasurement of previously-held equity interest in Inotera	71	—	71	—
Other	(9)	(1)	(11)	(2)
	$ 34	$ (6)	$ 20	$ (10)

Income Taxes

Our income tax (provision) benefit consisted of the following:

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Utilization of and other changes in net deferred tax assets of MMJ, MMT, and Inotera	$ (8)	$ (10)	$ (21)	$ (32)
U.S. valuation allowance release resulting from business acquisition	—	—	—	41
Other, income tax (provision) benefit, primarily other non-U.S. operations	(30)	5	(48)	(10)
	$ (38)	$ (5)	$ (69)	$ (1)

We have a full valuation allowance for our net deferred tax asset associated with our U.S. operations. The amount of the deferred tax asset considered realizable could be adjusted if significant positive evidence increases. Income taxes on U.S. operations in the second quarters and first six months of 2017 and 2016 were substantially offset by changes in the valuation allowance.

As of the date of the Inotera Acquisition, Inotera's net operating loss carryforward was $654 million, substantially all of which expires on various dates through 2022. In connection with the Inotera Acquisition, we assumed $54 million of uncertain tax positions, of which $26 million was recorded in purchase accounting as a reduction to deferred tax assets. The amounts recorded in purchase accounting primarily related to the surtax treatment of certain purchase accounting adjustments. During the second quarter of 2017, $21 million of the uncertain tax positions assumed in the Inotera Acquisition reached effective settlement with no impact to tax expense or purchase accounting. Although the timing of final resolution is uncertain, the estimated potential reduction in the Inotera unrecognized tax benefits in the next 12 months ranges from $0 to $33 million, including interest and penalties.

We operate in a number of tax jurisdictions, including Singapore and Taiwan, where our earnings are indefinitely reinvested and are taxed at lower effective tax rates than the U.S. statutory rate and in a number of locations outside the U.S., including Singapore, where we have tax incentive arrangements that are conditional, in part, upon meeting certain business operations and employment thresholds. The effect of tax incentive arrangements, which expire in whole or in part at various dates through 2030, reduced our tax provision for the second quarter and first six months 2017 by $132 million (benefitting our diluted earnings per share by $0.11) and $172 million ($0.15 per diluted share), respectively, and were not material for the second quarter or first six months of 2016.

Earnings Per Share

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Net income (loss) available to Micron – Basic and Diluted	$ 894	$ (97)	$ 1,074	$ 109
Weighted-average common shares outstanding – Basic	1,099	1,036	1,070	1,035
Dilutive effect of equity plans and convertible notes	61	—	55	37
Weighted-average common shares outstanding – Diluted	1,160	1,036	1,125	1,072
Earnings (loss) per share				
Basic	$ 0.81	$ (0.09)	$ 1.00	$ 0.11
Diluted	0.77	(0.09)	0.95	0.10

Antidilutive potential common shares that could dilute basic earnings per share in the future were 60 million and 62 million for the second quarter and first six months of 2017, respectively, and 185 million and 72 million for the second quarter and first six months of 2016, respectively.

Segment Information

Segment information reported herein is consistent with how it is reviewed and evaluated by our chief operating decision maker. We have the following four business units, which are our reportable segments:

***Compute and Networking Business Unit ("CNBU")*:** Includes memory products sold into compute, networking, graphics, and cloud server markets.
***Mobile Business Unit ("MBU")*:** Includes memory products sold into smartphone, tablet, and other mobile-device markets.
***Storage Business Unit ("SBU")*:** Includes memory products sold into enterprise, client, cloud, and removable storage markets. SBU also includes products sold to Intel through our IMFT joint venture.
***Embedded Business Unit ("EBU")*:** Includes memory products sold into automotive, industrial, connected home, and consumer electronics markets.

Certain operating expenses directly associated with the activities of a specific segment are charged to that segment. Other indirect operating expenses (income) are generally allocated to segments based on their respective percentage of cost of goods sold or forecasted wafer production. In the first quarter of 2017, we revised the measure of segment profitability reviewed by our chief operating decision maker and, as a result, certain items are no longer allocated to our business units. Comparative periods have been revised to reflect these changes. Items not allocated are identified in the table below.

We do not identify or report internally our assets (other than goodwill) or capital expenditures by segment, nor do we allocate gains and losses from equity method investments, interest, other non-operating income or expense items, or taxes to segments.

	Quarter ended		Six months ended	
	March 2, 2017	March 3, 2016	March 2, 2017	March 3, 2016
Net sales				
CNBU	$ 1,917	$ 1,053	$ 3,387	$ 2,192
MBU	1,082	503	2,114	1,337
SBU	1,041	901	1,901	1,785
EBU	590	460	1,168	939
All Other	18	17	48	31
	$ 4,648	$ 2,934	$ 8,618	$ 6,284
Operating income				
CNBU	$ 736	$ (33)	$ 940	$ 7
MBU	170	(10)	259	138
SBU	71	(3)	26	(17)
EBU	193	96	371	217
All Other	7	5	19	8
	1,177	55	1,615	353
Unallocated				
Flow-through of Inotera inventory step up	(60)	—	(60)	—
Stock-based compensation	(55)	(55)	(101)	(101)
Restructure and asset impairments	(4)	(1)	(33)	(16)
Other	(14)	(4)	(18)	(9)
	(133)	(60)	(212)	(126)
Operating income (loss)	$ 1,044	$ (5)	$ 1,403	$ 227

Certain Concentrations

Customer concentrations included net sales to Apple of 11% and Intel of 10% for the first six months of 2017.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion contains trend information and other forward-looking statements that involve a number of risks and uncertainties. Forward-looking statements include, but are not limited to, statements such as those made regarding benefits from the Inotera Acquisition; the estimated revision in 2017 depreciation expense; effects of inventory step-up in connection with the Inotera Acquisition; future restructure charges; our pursuit of additional financing and debt restructuring; the sufficiency of our cash and investments, cash flows from operations, and available financing to meet our requirements for at least the next 12 months; capital spending in 2017; and the timing of payments for certain contractual obligations. We are under no obligation to update these forward-looking statements. Our actual results could differ materially from our historical results and those discussed in the forward-looking statements. Factors that could cause actual results to differ materially include, but are not limited to, those identified in "Part II Other Information – Item 1A. Risk Factors." This discussion should be read in conjunction with the consolidated financial statements and accompanying notes for the year ended September 1, 2016. All period references are to our fiscal periods unless otherwise indicated. Our fiscal year is the 52 or 53-week period ending on the Thursday closest to August 31. Our fiscal 2017 and 2016 each contain 52 weeks. All production data includes the production of IMFT and Inotera. All tabular dollar amounts are in millions except per share amounts.

Our Management's Discussion and Analysis is provided in addition to the accompanying consolidated financial statements and notes to assist readers in understanding our results of operations, financial condition, and cash flows. This discussion is organized as follows:

- ***Overview*:** Overview of our operations, business, and highlights of key events.
- ***Results of Operations*:** An analysis of our financial results consisting of the following:
  - Consolidated results;
  - Operating results by business segment;
  - Operating results by product; and
  - Operating expenses and other.
- ***Liquidity and Capital Resources*:** An analysis of changes in our balance sheet and cash flows and discussion of our financial condition and liquidity.
- ***Recently Adopted and Issued Accounting Standards***

Overview

We are a world leader in innovative memory solutions. Through our global brands – Micron, Crucial, Lexar, and Ballistix – our broad portfolio of high-performance memory technologies, including DRAM, NAND Flash, NOR Flash, and 3D XPoint memory, is transforming how the world uses information. Backed by more than 35 years of technology leadership, our memory solutions enable the world's most innovative computing, consumer, enterprise storage, data center, mobile, embedded, and automotive applications. We market our products through our internal sales force, independent sales representatives, and distributors primarily to original equipment manufacturers and retailers located around the world. We face intense competition in the semiconductor memory market and in order to remain competitive we must continuously develop and implement new technologies and decrease manufacturing costs. Our success is largely dependent on market acceptance of our diversified portfolio of semiconductor products, efficient utilization of our manufacturing infrastructure, successful ongoing development of advanced product and process technologies, and generating a return on R&D investments.

Acquisition of Inotera

Through December 6, 2016, we held a 33% ownership interest in Inotera, Nanya and certain of its affiliates held a 32% ownership interest, and the remaining ownership interest was publicly held. On December 6, 2016, we acquired the 67% interest in Inotera not owned by us (the "Inotera Acquisition"). The cash paid for the Inotera Acquisition was funded with 80 billion New Taiwan dollars (equivalent to $2.5 billion) of proceeds from the 2021 MSTW Term Loan, $986 million of proceeds from the sale of 58 million shares of our common stock to Nanya, and cash on hand. Inotera manufactures DRAM products at its 300mm wafer fabrication facility in Taoyuan City, Taiwan, and sold such products exclusively to us through supply agreements. As a result of the Inotera Acquisition, we expect to experience greater operational flexibility to drive new technology in products manufactured by Inotera, optimize the deployment of our cash flows across our operations, and enhance our ability to adapt our product offerings to changes in market conditions. In connection with the Inotera Acquisition, we revalued our previously-held 33% equity interest to its fair value and recognized a non-operating gain of $71 million in the second quarter of 2017.

Results of Operations

Consolidated Results

	Second Quarter				First Quarter		Six Months			
	2017	% of Net Sales	2016	% of Net Sales	2017	% of Net Sales	2017	% of Net Sales	2016	% of Net Sales
Net sales	$ 4,648	100 %	$ 2,934	100 %	$ 3,970	100 %	$ 8,618	100 %	$ 6,284	100 %
Cost of goods sold	2,944	63 %	2,355	80 %	2,959	75 %	5,903	68 %	4,856	77 %
Gross margin	1,704	37 %	579	20 %	1,011	25 %	2,715	32 %	1,428	23 %
SG&A	187	4 %	175	6 %	159	4 %	346	4 %	354	6 %
R&D	473	10 %	403	14 %	470	12 %	943	11 %	824	13 %
Restructure and asset impairments	4	— %	1	— %	29	1 %	33	— %	16	— %
Other operating (income) expense, net	(4)	— %	5	— %	(6)	— %	(10)	— %	7	— %
Operating income (loss)	1,044	22 %	(5)	— %	359	9 %	1,403	16 %	227	4 %
Interest income (expense), net	(153)	(3)%	(85)	(3)%	(132)	(3)%	(285)	(3)%	(170)	(3)%
Other non-operating income (expense), net	34	1 %	(6)	— %	(14)	— %	20	— %	(10)	— %
Income tax (provision) benefit	(38)	(1)%	(5)	— %	(31)	(1)%	(69)	(1)%	(1)	— %
Equity in net income (loss) of equity method investees	7	— %	5	— %	(2)	— %	5	— %	64	1 %
Net income attributable to noncontrolling interests	—	— %	(1)	— %	—	— %	—	— %	(1)	— %
Net income (loss) attributable to Micron	$ 894	19 %	$ (97)	(3)%	$ 180	5 %	$ 1,074	12 %	$ 109	2 %

Net Sales

	Second Quarter				First Quarter		Six Months			
	2017	% of Total	2016	% of Total	2017	% of Total	2017	% of Total	2016	% of Total
CNBU	$ 1,917	41%	$ 1,053	36%	$ 1,470	37%	$ 3,387	39%	$ 2,192	35%
MBU	1,082	23%	503	17%	1,032	26%	2,114	25%	1,337	21%
SBU	1,041	22%	901	31%	860	22%	1,901	22%	1,785	28%
EBU	590	13%	460	16%	578	15%	1,168	14%	939	15%
All Other	18	—%	17	1%	30	1%	48	1%	31	—%
	$ 4,648		$ 2,934		$ 3,970		$ 8,618		$ 6,284	

Percentages of total net sales reflect rounding and may not total 100%.

Total net sales for the second quarter of 2017 increased 17% as compared to the first quarter of 2017. Higher sales for all operating segments resulted primarily from increases in DRAM average selling prices and increases in Non-Volatile Memory gigabits sold due to increases in market demand and higher manufacturing output as a result of improvements in product and process technologies.

Total net sales for the second quarter of 2017 increased 58% as compared to the second quarter of 2016 primarily due to increases in gigabits sold and increases in average selling prices for DRAM products, partially offset by declines in average selling prices for Non-Volatile Memory products. Total net sales for the first six months of 2017 increased 37% as compared to the first six months of 2016 as increases in gigabits sold outpaced declines in average selling prices. The increases in gigabits sold for the second quarter and first six months of 2017 were primarily attributable to increases in market demand and higher manufacturing output due to improvements in product and process technologies.

Gross Margin

Our overall gross margin percentage increased to 37% for the second quarter of 2017 from 25% for the first quarter of 2017 reflecting increases for all operating segments primarily due to manufacturing cost reductions and increases in average selling prices for DRAM products.

Our overall gross margin percentage increased to 37% for the second quarter of 2017 from 20% for the second quarter of 2016 reflecting improvements for all operating segments, primarily due to manufacturing cost reductions and increases in average selling prices for DRAM products, partially offset by declines in average selling prices for Non-Volatile Memory products. Our overall gross margin percentage increased to 32% for the first six months of 2017 from 23% for the first six months of 2016 reflecting increases in the gross margin percentages for all operating segments primarily due to manufacturing cost reductions.

Due to the lengthening period of time between DRAM product technology node transitions, an increased re-use rate of equipment, and industry trends, in the fourth quarter of 2016, we revised the estimated useful lives of equipment in our DRAM wafer fabrication facilities from five to seven years, which reduced depreciation costs by approximately $100 million per quarter in 2017.

From January 2013 through December 2015, we purchased all of Inotera's DRAM output under supply agreements at prices reflecting discounts from market prices for our comparable components. After December 2015 through our acquisition of Inotera on December 6, 2016, the price for DRAM products purchased by us was based on a formula that equally shared margin between Inotera and us. We purchased $504 million, and $326 million of DRAM products from Inotera in the first quarter of 2017 and second quarter of 2016, respectively. DRAM products produced by Inotera accounted for 37% of our aggregate DRAM gigabit production for the second and first quarters of 2017 as compared to 29% for the second quarter of 2016. In accounting for the Inotera Acquisition, Inotera's work in process inventories were recorded at fair value, based on their estimated future selling prices, estimated costs to complete and other factors, which was approximately $107 million higher than the cost of work in process inventory recorded by Inotera prior to the acquisition. Of this amount, approximately $60 million was included in cost of goods sold for the second quarter of 2017 and a significant portion of the remainder is expected to be included in costs of goods sold in the third quarter of 2017.

Operating Results by Business Segments

In the first quarter of 2017, we revised the measure of segment profitability reviewed by our chief operating decision maker and, as a result, certain items are no longer allocated to our business units. Comparative periods have been revised to reflect these changes. (See "Item 1. Financial Statements – Notes to Consolidated Financial Statements – Segment Information.")

CNBU

	Second Quarter		First Quarter	Six Months	
	2017	2016	2017	2017	2016
Net sales	$ 1,917	$ 1,053	$ 1,470	$ 3,387	$ 2,192
Operating income (loss)	736	(33)	204	940	7

CNBU sales and operating results are significantly impacted by average selling prices, gigabit sales volumes, and cost per gigabit of our DRAM products. (See "Operating Results by Product – DRAM" for further detail.) CNBU sales for the second quarter of 2017 increased 30% as compared to the first quarter of 2017 primarily due to increases in average selling prices as a result of favorable market conditions, particularly in cloud and enterprise markets. CNBU operating margin for the second quarter of 2017 increased from the first quarter of 2017 due to increases in average selling prices and manufacturing cost reductions.

CNBU sales for the second quarter of 2017 increased 82% as compared to the second quarter of 2016 primarily due to increases in gigabits sold and average selling prices. CNBU sales for the first six months of 2017 increased 55% as compared to the first six months of 2016 primarily due to increases in gigabits sold. CNBU operating margin for the second quarter and first six months of 2017 improved from the corresponding periods of 2016 primarily due to manufacturing cost reductions and increases in average selling prices.

MBU

	Second Quarter		First Quarter	Six Months	
	2017	2016	2017	2017	2016
Net sales	$ 1,082	$ 503	$ 1,032	$ 2,114	$ 1,337
Operating income (loss)	170	(10)	89	259	138

MBU sales are primarily composed of DRAM and Non-Volatile Memory, with mobile DRAM products accounting for a significant majority of the sales. MBU sales for the second quarter of 2017 increased 5% as compared to the first quarter of 2017 primarily due to increases in average selling prices as a result of strong market conditions. MBU operating margin for the second quarter of 2017 increased from the first quarter of 2017 due to manufacturing cost reductions and increases in average selling prices, partially offset by higher operating expenses.

MBU sales for the second quarter and first six months of 2017 increased 115% and 58%, respectively, as compared to the corresponding periods of 2016 primarily due to significant increases in gigabits sold driven by the completion of customer qualifications and higher memory content in smartphones, partially offset by declines in average selling prices. MBU operating margin for the second quarter and first six months of 2017 improved from the corresponding periods of 2016 primarily due to manufacturing cost reductions and higher gigabit sales, partially offset by declines in average selling prices and higher R&D costs.

SBU

	Second Quarter		First Quarter	Six Months	
	2017	2016	2017	2017	2016
Net sales	$ 1,041	$ 901	$ 860	$ 1,901	$ 1,785
Operating income (loss)	71	(3)	(45)	26	(17)

SBU sales and operating results are significantly impacted by average selling prices, gigabit sales volumes, and cost per gigabit of our Non-Volatile Memory products. (See "Operating Results by Product – Trade Non-Volatile Memory" for further details.) SBU sales for the second quarter of 2017 increased 21% from the first quarter of 2017 primarily due to increases in gigabits sold. SBU sales included Non-Trade Non-Volatile Memory sales of $158 million, $123 million and $126 million, for the second quarter of 2017, first quarter of 2017, and second quarter of 2016, respectively.

SBU sales of Trade Non-Volatile Memory products for the second quarter of 2017 increased 20% from the first quarter of 2017 primarily due to increases in gigabits sold as a result of higher SSD sales, particularly in enterprise and cloud markets, and strong demand in the overall NAND Flash market combined with higher manufacturing output. SBU operating margin for the second quarter of 2017 improved from the first quarter of 2017 primarily due to manufacturing cost reductions.

SBU sales of Trade Non-Volatile Memory products for the second quarter and first six months of 2017 increased 15% and 6%, respectively, as compared to the corresponding periods of 2016 primarily due to increases in gigabits sold as a result of strong demand combined with higher manufacturing output, partially offset by declines in average selling prices. SBU operating margin for the second quarter and first six months of 2017 improved from the corresponding periods of 2016 as manufacturing cost reductions outpaced declines in average selling prices.

EBU

	Second Quarter		First Quarter	Six Months	
	2017	2016	2017	2017	2016
Net sales	$ 590	$ 460	$ 578	$ 1,168	$ 939
Operating income	193	96	178	371	217

EBU sales are composed of DRAM, Non-Volatile Memory, and NOR Flash in decreasing order of revenue. EBU sales for the second quarter of 2017 increased 2% as compared to the first quarter of 2017 primarily due to higher sales volumes for DRAM products as a result of strong sales in our automotive business partially offset by lower sales of Non-Volatile products due to declines in average selling prices. EBU operating income for the second quarter of 2017 increased from the first quarter of 2017 primarily due to manufacturing cost reductions and the increases in sales volumes.

EBU sales for the second quarter and first six months of 2017 increased 28% and 24%, respectively, as compared to the corresponding periods of 2016 primarily due to higher sales volumes of DRAM and Non-Volatile Memory products as a result of increases in demand partially offset by declines in average selling prices. EBU operating income for the second quarter and first six months of 2017 improved as compared to the corresponding periods of 2016 as manufacturing cost reductions outpaced declines in average selling prices and as sales volumes increased.

Operating Results by Product

Net Sales by Product

	Second Quarter				First Quarter		Six Months			
	2017	% of Total	2016	% of Total	2017	% of Total	2017	% of Total	2016	% of Total
DRAM	$ 2,960	64%	$ 1,588	54%	$ 2,421	61%	$ 5,381	62%	$ 3,533	56%
Non-Volatile Memory										
Trade	1,412	30%	1,074	37%	1,272	32%	2,684	31%	2,217	35%
Non-Trade	158	3%	126	4%	123	3%	281	3%	252	4%
Other	118	3%	146	5%	154	4%	272	3%	282	4%
	$ 4,648		$ 2,934		$ 3,970		$ 8,618		$ 6,284	

Percentages of total net sales reflect rounding and may not total 100%.

Trade Non-Volatile Memory includes NAND Flash and 3D XPoint memory. Non-Trade Non-Volatile Memory primarily consists of Non-Volatile Memory products manufactured and sold to Intel through IMFT at long-term negotiated prices approximating cost. Information regarding our MCP products, which combine both NAND Flash and DRAM components, is reported within Trade Non-Volatile Memory. Sales of NOR Flash products are included in Other.

DRAM

	Second Quarter 2017 Versus		First Six Months 2017 Versus
	First Quarter 2017	Second Quarter 2016	First Six Months 2016
	(percentage change from period indicated)		
Net sales	22 %	86 %	52 %
Average selling prices per gigabit	21 %	7 %	(8)%
Gigabits sold	1 %	75 %	66 %
Cost per gigabit	(3)%	(23)%	(22)%

The increases in gigabits sold for the second quarter and first six months of 2017 as compared to the corresponding periods of 2016 were primarily due to strong demand across key markets and customer qualifications combined with increases in gigabit production. The decreases in cost per gigabit for the second quarter of 2017 as compared to the first quarter of 2017 and second quarter of 2016 were primarily due to improvements in product and process technologies. The decreases in cost per gigabit for the second quarter and first six months of 2017 as compared to the corresponding periods of 2016 also reflected lower depreciation due to the change made in the fourth quarter of 2016 in estimated useful lives for equipment at our DRAM wafer fabrication facilities. Gigabit production and cost reductions for the second and first quarters of 2017 were affected by a transition to a higher mix of DDR4 products, which have larger die sizes and fewer bits per wafer. Cost reductions in the second quarter of 2017 were also adversely affected by the step-up of acquired Inotera inventories.

Our DRAM gross margin percentage for the second quarter of 2017 increased as compared to the first quarter of 2017 and second quarter of 2016 primarily due to increases in average selling prices and manufacturing cost reductions. Our gross margin percentage on sales of DRAM products for the first six months of 2017 improved from the first six months of 2016 as manufacturing cost reductions outpaced declines in average selling prices.

Trade Non-Volatile Memory

	Second Quarter 2017 Versus		First Six Months 2017 Versus
	First Quarter 2017	Second Quarter 2016	First Six Months 2016
	(percentage change from period indicated)		
Sales to trade customers			
Net sales	11 %	31 %	21 %
Average selling prices per gigabit	(6)%	(12)%	(16)%
Gigabits sold	18 %	49 %	45 %
Cost per gigabit	(15)%	(24)%	(22)%

Through the second quarter of 2017, substantially all of our Trade Non-Volatile Memory sales were from NAND Flash products. The increase in gigabits sold of Trade Non-Volatile Memory for the second quarter of 2017 as compared to the first quarter of 2017 and second quarter of 2016 was due to an increase in demand, primarily for SSD products. Our ability to meet this demand was due in part to an increase in production from our facilities, primarily due to the ramp of additional capacity and improvements in product and process technology, including our transition to 3D NAND Flash products.

Our gross margin percentage on sales of Trade Non-Volatile Memory products for the second quarter of 2017 increased from the first quarter of 2017 as manufacturing cost reductions outpaced declines in average selling prices. Our gross margin percentage on sales of Trade Non-Volatile Memory products for the second quarter and first six months of 2017 improved from the corresponding periods of 2016 as manufacturing cost reductions outpaced declines in average selling prices.

Operating Expenses and Other

Selling, General, and Administrative

SG&A expenses for the second quarter of 2017 were 18% higher than the first quarter of 2017 primarily due to $12 million of transaction costs related to the Inotera Acquisition and increases in payroll costs. SG&A expenses for the second quarter of 2017 were 7% higher than the second quarter of 2016 primarily due to transaction costs related to the Inotera Acquisition partially offset by decreases in payroll costs as a result of the 2016 Restructuring Plan. SG&A expenses for the first six months of 2017 were relatively unchanged as compared to the first six months of 2016.

Research and Development

R&D expenses for the second quarter of 2017 were relatively unchanged from the first quarter of 2017 primarily due to higher variable pay costs offset by lower volumes of development wafers processed. R&D expenses for the second quarter of 2017 were 17% higher than for the second quarter of 2016 primarily due to higher volumes of development wafers processed. R&D expenses for the first six months of 2017 were 14% higher than the first six months of 2017 primarily due to higher volumes of development wafers processed.

We generally share with Intel the costs of product design and process development activities for NAND Flash and 3D XPoint memory at IMFT and our other facilities. Our R&D expenses reflect net reductions as a result of reimbursements under our cost-sharing arrangements with Intel and others of $59 million for the second quarter of 2017, $56 million for the first quarter of 2017, and $53 million for the second quarter of 2016.

Income Taxes

Our income tax (provision) benefit consisted of the following:

	Second Quarter		First Quarter	Six Months	
	2017	2016	2017	2017	2016
Utilization of and other changes in net deferred tax assets of MMJ, MMT, and Inotera	$ (8)	$ (10)	$ (13)	$ (21)	$ (32)
U.S. valuation allowance release resulting from business acquisition	—	—	—	—	41
Other, income tax (provision) benefit, primarily other non-U.S. operations	(30)	5	(18)	(48)	(10)
	$ (38)	$ (5)	$ (31)	$ (69)	$ (1)
Effective tax rate	4.1%	5.2%	14.6%	6.1%	2.1%

Our effective tax rates reflect the following:

- operations in tax jurisdictions, including Singapore and Taiwan, where our earnings are indefinitely reinvested and the tax rates are significantly lower than the U.S. statutory rate;
- operations outside the U.S., including Singapore, where we have tax incentive arrangements that further decrease our effective tax rates;
- exclusion of certain jurisdictions from the consolidated effective tax rate computations for instances where no benefit is recorded on forecasted losses; and
- a valuation allowance against substantially all of our U.S. net deferred tax assets.

We operate in a number of locations outside the U.S., including Singapore, where we have tax incentive arrangements that are conditional, in part, upon meeting certain business operation and employment thresholds. The effect of tax incentive arrangements, which expire in whole or in part at various dates through 2030, reduced our tax provision by $132 million (benefitting our diluted earnings per share by $0.11) for the second quarter of 2017, $40 million ($0.04 per diluted share) for the first quarter of 2017, and were not material to our tax provision for the second quarter of 2016.

Equity in Net Income (Loss) of Equity Method Investees

Equity in net income (loss) of equity method investees, net of tax, included the following:

	Second Quarter		First Quarter	Six Months	
	2017	2016	2017	2017	2016
Inotera	$ —	$ 2	$ 9	$ 9	$ 54
Tera Probe	7	3	(12)	(5)	6
Other	—	—	1	1	4
	$ 7	$ 5	$ (2)	$ 5	$ 64

We ceased recognizing our share of Inotera's earnings due to our acquisition of the remaining interest in Inotera on December 6, 2016. In the first quarter of 2017, we recorded an impairment charge of $16 million within equity in net income (loss) of equity method investees to write down the carrying value of our investment in Tera Probe to its fair value based on its trading price.

Other

Interest expense increased in the second quarter of 2017 as compared to the first quarter of 2017 and second quarter of 2016, primarily due to increases in debt obligations including our borrowings of 80 billion New Taiwan dollars (equivalent to $2.5 billion) at an effective interest rate of 3.02% on December 6, 2016 under the 2021 MSTW Term Loan and $450 million at an effective interest rate of 3.87% on December 2, 2016 under the 2021 MSAC Term Loan.

Further discussion of other operating and non-operating income and expenses can be found in the following notes contained in "Item 1. Financial Statements – Notes to Consolidated Financial Statements":

- Equity Plans
- Restructure and Asset Impairments
- Other Non-Operating Income (Expense), Net

Liquidity and Capital Resources

Our primary sources of liquidity are cash generated from operations and financing obtained from capital markets. Cash generated from operations is highly dependent on selling prices for our products, which can vary significantly from period to period. We are continuously evaluating alternatives for efficiently funding our capital expenditures and ongoing operations. We expect, from time to time in the future, to engage in a variety of transactions for such purposes, including the issuance or incurrence of secured and unsecured debt and the refinancing and restructuring of existing debt. As of March 2, 2017, we had credit facilities available for up to $1.03 billion of additional financing based, in part, on eligible receivables. We expect that our cash and investments, cash flows from operations, and available financing will be sufficient to meet our requirements through at least the next 12 months.

To develop new product and process technologies, support future growth, achieve operating efficiencies, and maintain product quality, we must continue to invest in manufacturing technologies, facilities and equipment, and R&D. We estimate that cash expenditures in 2017 for property, plant, and equipment will be approximately $4.8 billion to $5.2 billion, which reflects the offset of amounts we expect to be funded by our partners. The actual amounts for 2017 will vary depending on market conditions. As of March 2, 2017, we had commitments of approximately $580 million for the acquisition of property, plant, and equipment, substantially all of which is expected to be paid within one year.

Cash and marketable investments included the following:

As of	March 2, 2017	September 1, 2016
Cash and equivalents and short-term investments	$ 3,898	$ 4,398
Long-term marketable investments	589	414

Our investments consist primarily of liquid investment-grade fixed-income securities, diversified among industries and individual issuers. As of March 2, 2017, $1.62 billion of our cash and equivalents and short-term investments was held by our foreign subsidiaries. To mitigate credit risk, we invest through high-credit-quality financial institutions and by policy generally limit the concentration of credit exposure by restricting the amount of investments with any single obligor.

Tender Offers

On March 27, 2017, we commenced tender offers (the "Tender Offers") to purchase up to $1.00 billion aggregate purchase price, exclusive of accrued interest (such aggregate purchase price subject to increase by us), of our 2022 senior notes, 2023 senior notes, 2024 senior notes, 2025 senior notes, and 2026 senior notes. The Tender Offers are intended to lower our overall interest expense and decrease leverage and will be funded from available cash on hand.

Acquisition of Inotera

Through December 6, 2016, we held a 33% ownership interest in Inotera, Nanya and certain of its affiliates held a 32% ownership interest, and the remaining ownership interest was publicly held. On December 6, 2016, we acquired the 67% interest in Inotera not owned by us for an aggregate of $4.1 billion in cash. The cash paid for the Inotera Acquisition was funded with 80 billion New Taiwan dollars (equivalent to $2.5 billion) of proceeds from the 2021 MSTW Term Loan, $986 million of proceeds from the sale of 58 million shares of our common stock to Nanya, and cash on hand.

Acquisition Financing

2021 MSTW Term Loan: On December 6, 2016, we drew 80 billion New Taiwan dollars (equivalent to $2.5 billion) under a collateralized, five-year term loan that bears interest at a variable per annum rate equal to the three-month or six-month TAIBOR, at our option, plus a margin of 2.05%. Principal under the 2021 MSTW Term Loan is payable in six equal semi-annual installments, commencing in June 2019, through December 2021. The 2021 MSTW Term Loan is collateralized by certain assets including a real estate mortgage on Inotera's main production facility and site, a chattel mortgage over certain equipment of Inotera, all of the stock of our MSTW subsidiary, and the 82% of stock of Inotera owned by MSTW. The 2021 MSTW Term Loan is guaranteed by Micron.

The 2021 MSTW Term Loan contains affirmative and negative covenants, including covenants that limit or restrict our ability to create liens in or dispose of collateral securing obligations under the 2021 MSTW Term Loan, mergers involving MSTW and/or Inotera, loans or guarantees to third parties by Inotera and/or MSTW, and MSTW's and/or Inotera's distribution of cash dividends. The 2021 MSTW Term Loan also contains financial covenants, which are tested semi-annually:

- MSTW must maintain a consolidated ratio of total debt to adjusted EBITDA not higher than 5.5x in 2017 and 2018, and not higher than 4.5x in 2019 through 2021;
- MSTW must maintain adjusted consolidated tangible net worth of not less than 4.0 billion New Taiwan dollars in 2017 and 2018, not less than 6.5 billion New Taiwan dollars in 2019 and 2020, and not less than 12.0 billion New Taiwan dollars in 2021;
- on a consolidated basis, Micron must maintain a ratio of total debt to adjusted EBITDA not higher than 3.5x in 2017, not higher than 3.0x in 2018 and 2019, and not higher than 2.5x in 2020 and 2021; and
- on a consolidated basis, Micron must maintain adjusted tangible net worth not less than $9.0 billion in 2017, not less than $12.5 billion in 2018 and 2019, and not less than $16.5 billion in 2020 and 2021.

If MSTW fails to maintain a required financial covenant, the interest rate will be increased by 0.25% until such time as the required financial ratios are maintained. If MSTW's failure continues for two consecutive semi-annual periods, such will constitute an event of default that could result in all obligations owed under the 2021 MSTW Term Loan being accelerated to be immediately due and payable. Micron's failure to maintain a required financial covenant will only result in a 0.25% increase to the interest rate but will not constitute an event of default. The 2021 MSTW Term Loan also contains customary events of default.

To hedge our currency exposure of this borrowing, we entered into a series of currency forward contracts in December 2016 to purchase an aggregate of 80 billion New Taiwan dollars under a rolling hedge strategy. As of March 2, 2017, substantially all of the forward contracts expire at various dates through October 2017.

Limitations on the Use of Cash and Investments

***MMJ Group*:** Cash and equivalents and short-term investments in the table above included an aggregate of $529 million held by the MMJ Group as of March 2, 2017. As a result of the corporate reorganization proceedings the MMJ Companies initiated in March 2012, and for so long as such proceedings are continuing, the MMJ Companies and their subsidiaries are prohibited from paying dividends to us. In addition, pursuant to an order of the Japan Court, the MMJ Companies cannot make loans or advances, other than certain ordinary course advances, to us without the consent of the Japan Court and may, under certain circumstances, be subject to approval of the legal trustees and Japan Court. As a result, the assets of the MMJ Group are not available for use by us in our other operations. Furthermore, certain uses of the assets of the MMJ Group, including investments in certain capital expenditures and in MMT, may require consent of MMJ's trustees and/or the Japan Court.

***MSTW and Inotera*:** Cash and equivalents and short-term investments in the table above included an aggregate of $297 million held by MSTW and Inotera as of March 2, 2017. The 2021 MSTW Term Loan contains covenants that limit or restrict the ability of each of MSTW and Inotera to pay dividends.

***IMFT*:** Cash and equivalents and short-term investments in the table above included $94 million held by IMFT as of March 2, 2017. Our ability to access funds held by IMFT to finance our other operations is subject to agreement by Intel and contractual limitations. Amounts held by IMFT are not anticipated to be available to finance our other operations.

***Indefinitely Reinvested*:** As of March 2, 2017, $849 million of cash and equivalents and short-term investments, including substantially all of the amounts held by the MMJ Group, MSTW, and Inotera, was held by foreign subsidiaries whose earnings were considered to be indefinitely reinvested and repatriation of these funds to the U.S. would subject these funds to U.S. federal income taxes. Determination of the amount of unrecognized deferred tax liabilities related to investments in these foreign subsidiaries is not practicable.

Cash Flows

	First Six Months	
	2017	2016
Net cash provided by operating activities	$ 2,543	$ 1,883
Net cash provided by (used for) investing activities	(5,366)	(1,026)
Net cash provided by (used for) financing activities	2,341	(68)
Effect of changes in currency exchange rates on cash and equivalents	(25)	2
Net increase (decrease) in cash and equivalents	$ (507)	$ 791

***Operating Activities*:** For the first six months of 2017, cash provided by operating activities was due primarily to cash generated by our operations and the effect of working capital adjustments, which included $773 million of cash used for net increases in receivables, $361 million of payments attributed to intercompany balances with Inotera, and $399 million of cash provided by net increases in accounts payable and accrued expenses. For the first six months of 2016, cash provided by operating activities was due primarily to cash generated by our operations and the effect of working capital adjustments, which included $542 million of cash provided from net reductions in receivables, partially offset by $268 million of cash used for net increases in inventory.

***Investing Activities*:** For the first six months of 2017, net cash used for investing activities consisted primarily of $2.63 billion of net cash paid for the Inotera Acquisition (net of $361 million of payments attributed to intercompany balances with Inotera included in operating activities) and $2.43 billion of expenditures for property, plant, and equipment (which excludes offsets of amounts funded by our partners). For the first six months of 2016, net cash used for investing activities consisted primarily of $2.21 billion of expenditures for property, plant, and equipment (which excludes offsets of amounts funded by our partners) and $148 million for our acquisition of Tidal Systems, Ltd., partially offset by $1.27 billion of net inflows from sales, maturities, and purchases of available-for-sale securities.

***Financing Activities*:** For the first six months of 2017, net cash provided by financing activities consisted primarily of $2.48 billion of net proceeds from the 2021 MSTW Term Loan and $445 million of net proceeds from the 2021 MSAC Term Loan, partially offset by $556 million for repayments of debt. For the first six months of 2016, net cash used for financing activities consisted primarily of $519 million for repayments of debt (including $36 million for the amount in excess of principal in connection with the repurchase of a portion of our convertible notes) and $125 million for the open-market repurchases of 7 million shares of our common stock, partially offset by $424 million of proceeds from equipment sale-leaseback financing and $174 million from the issuance of debt. See "Item 1. Financial Statements – Notes to Consolidated Financial Statements – Debt."

Potential Settlement Obligations of Convertible Notes

Since the closing price of our common stock for at least 20 trading days in the 30 trading day period ended on December 31, 2016 exceeded 130% of the conversion price per share of our 2032 Notes and 2033 Notes, those notes are convertible by the holders during the calendar quarter ended March 31, 2017. The following table summarizes the potential settlements that we could be required to make for the calendar quarter ending March 31, 2017 if all holders converted their 2032 Notes and 2033 Notes. The amounts in the table below are based on our closing share price of $24.70 as of March 2, 2017.

	Settlement Option for			If Settled With Minimum Cash Required		If Settled Entirely With Cash
	Principal Amount	Amount in Excess of Principal	Underlying Shares	Cash	Remainder in Shares	Cash
2032C Notes	Cash and/or shares	Cash and/or shares	23	$ —	23	$ 574
2032D Notes	Cash and/or shares	Cash and/or shares	18	—	18	438
2033E Notes	Cash	Cash and/or shares	16	176	9	397
2033F Notes	Cash	Cash and/or shares	27	297	15	672
			84	$ 473	65	$ 2,081

Contractual Obligations

	Payments Due by Period						
As of March 2, 2017	Total	Remainder of 2017	2018	2019	2020	2021	2022 and Thereafter
Notes payable[1][2]	$ 14,689	$ 332	$ 1,039	$ 1,529	$ 2,105	$ 1,562	$ 8,122
Capital lease obligations[2]	1,400	202	372	313	215	87	211
Operating leases[3]	146	14	26	25	20	17	44
Total	$ 16,235	$ 548	$ 1,437	$ 1,867	$ 2,340	$ 1,666	$ 8,377

[1] *Amounts include MMJ Creditor Installment Payments, convertible notes, and other notes. Any future redemptions, repurchases, or conversions of debt could impact the amount and timing of our cash payments.*

[2] *Amounts include principal and interest.*

[3] *Amounts include contractually obligated minimum lease payments for operating leases having an initial noncancelable term in excess of one year.*

The expected timing of payment amounts of the obligations discussed above is estimated based on current information. Timing and actual amounts paid may differ depending on the timing of receipt of goods or services, market prices, changes to agreed-upon amounts, or timing of certain events for some obligations. The contractual obligations in the table above include the current portions of the related long-term obligations. All other current liabilities are excluded.

Recently Adopted Accounting Standards

See "Item 1. Financial Statements – Notes to Consolidated Financial Statements – Recently Adopted Accounting Standards."

Recently Issued Accounting Standards

See "Item 1. Financial Statements – Notes to Consolidated Financial Statements – Recently Issued Accounting Standards."

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

We are exposed to interest rate risk related to our indebtedness and our investment portfolio. The majority of our indebtedness is at fixed interest rates. As a result, the fair value of our debt fluctuates based on changes in market interest rates. We estimate that, as of March 2, 2017 and September 1, 2016, a decrease in market interest rates of 1% would increase the fair value of our notes payable by approximately $396 million and $420 million, respectively. A 1% increase in the interest rates of our variable-rate debt would result in an increase in interest expense of approximately $40 million per year.

As of March 2, 2017 and September 1, 2016, we held fixed-rate debt investment securities of $1.19 billion and $1.11 billion, respectively, which were subject to interest rate risk. We estimate that a 0.5% increase in market interest rates would decrease the fair value of these instruments by approximately $3 million as of March 2, 2017 and $1 million as of September 1, 2016.

Foreign Currency Exchange Rate Risk

The information in this section should be read in conjunction with the information related to changes in the currency exchange rates in "Part II. Other Information – Item 1A. Risk Factors." Changes in currency exchange rates could materially adversely affect our results of operations or financial condition.

The functional currency for all of our operations is the U.S. dollar. The substantial majority of our sales are transacted in the U.S. dollar; however, significant amounts of our debt financing, operating expenditures, and capital purchases are incurred in or exposed to other currencies, primarily the euro, New Taiwan dollar, Singapore dollar, and yen. We have established currency risk management programs for our foreign currency balances in monetary assets and liabilities to hedge against fluctuations in the fair value and volatility of future cash flows caused by changes in currency exchange rates. We generally utilize currency forward contracts in these hedging programs, which reduce, but do not entirely eliminate, the impact of currency exchange rate movements. We do not use derivative financial instruments for trading or speculative purposes.

Based on our foreign currency balances of monetary assets and liabilities, we estimate that a 10% adverse change in exchange rates versus the U.S. dollar would result in losses of approximately $437 million as of March 2, 2017 and $241 million as of September 1, 2016. We hedge our exposure to changes in currency exchange rates from our monetary assets and liabilities by utilizing a rolling hedge strategy for our primary currency exposures with currency forward contracts that generally mature within 8 months. In addition, we have entered into foreign currency forward contracts that mature in December 2017 and December 2018 to hedge our currency exchange rate risk on certain debt. The effectiveness of our hedges is dependent, among other factors, upon our ability to accurately forecast our monetary assets and liabilities. To hedge the exposure of changes in cash flows from changes in currency exchange rates for certain capital expenditures, we utilize currency forward contracts that generally mature within 12 months. (See "Item 1. Financial Statements – Notes to Consolidated Financial Statements – Derivative Instruments.")

ITEM 4. CONTROLS AND PROCEDURES

An evaluation was carried out under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this report. Based upon that evaluation, the principal executive officer and principal financial officer concluded that those disclosure controls and procedures were effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act are recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and that such information is accumulated and communicated to our management, including the principal executive officer and principal financial officer, to allow timely decision regarding disclosure.

On December 6, 2016, we acquired the 67% interest in Inotera not owned by us and began consolidating Inotera. As a result, we are currently integrating Inotera's operations into our overall internal control over financial reporting. Under the guidelines established by the Securities and Exchange Commission, companies are permitted to exclude acquisitions from their assessment of internal control over financial reporting during the first year of an acquisition while integrating the acquired company, and accordingly, we expect to exclude Inotera from the assessment of internal control over financial reporting during that time.

During the quarterly period covered by this report, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For a discussion of legal proceedings, see "Part I – Item 3. Legal Proceedings" of our Form 10-K for 2016 and "Part I. Financial Information – Item 1. Financial Statements – Notes to Consolidated Financial Statements – Contingencies" and "Item 1A. Risk Factors" herein.

ITEM 1A. RISK FACTORS

In addition to the factors discussed elsewhere in this Form 10-Q, the following are important factors which could cause actual results or events to differ materially from those contained in any forward-looking statements made by us. The order of these factors is not necessarily indicative of the level of risk that each poses to us. Our operations could also be affected by other factors that are presently unknown to us or not considered significant. The factors below could materially adversely affect our business, financial condition, results of operations, and stock price.

We have experienced dramatic declines in average selling prices for our semiconductor memory products which have adversely affected our business.

If average selling prices for our memory products decrease faster than we can decrease per gigabit costs, our business, results of operations, or financial condition could be materially adversely affected. We have experienced significant decreases in our average selling prices per gigabit in previous years as noted in the table below and may continue to experience such decreases in the future. In some prior periods, average selling prices for our memory products have been below our manufacturing costs and we may experience such circumstances in the future.

	DRAM	Trade Non-Volatile
	(percentage change in average selling prices)	
2016 from 2015	(35)%	(20)%
2015 from 2014	(11)%	(17)%
2014 from 2013	6 %	(23)%
2013 from 2012	(11)%	(18)%
2012 from 2011	(45)%	(55)%

We may be unable to maintain or improve gross margins.

Our gross margins are dependent upon continuing decreases in per gigabit manufacturing costs achieved through improvements in our manufacturing processes and product designs, including, but not limited to, process line-width, additional 3D memory layers, additional bits per cell (i.e., cell levels), architecture, number of mask layers, number of fabrication steps, and yield. In future periods, we may be unable to reduce our per gigabit manufacturing costs at sufficient levels to maintain or improve gross margins. Factors that may limit our ability to reduce costs include, but are not limited to, strategic product diversification decisions affecting product mix, the increasing complexity of manufacturing processes, difficulties in transitioning to smaller line-width process technologies, technological barriers, changes in process technologies, and new products that may require relatively larger die sizes. Per gigabit manufacturing costs may also be affected by the relatively smaller production quantities and shorter product lifecycles of certain specialty memory products.

The semiconductor memory industry is highly competitive.

We face intense competition in the semiconductor memory market from a number of companies, including Intel; Samsung Electronics Co., Ltd.; SK Hynix Inc.; Toshiba Corporation; and Western Digital Corporation. Some of our competitors are large corporations or conglomerates that may have greater resources to invest in technology, capitalize on growth opportunities, and withstand downturns in the semiconductor markets in which we compete. Consolidation of industry competitors could put us at a competitive disadvantage. In addition, some governments, such as China, have provided, and may continue to provide, significant financial assistance to some of our competitors or to new entrants. Our competitors seek to increase silicon capacity, improve yields, reduce die size, and minimize mask levels in their product designs resulting in significant increases in the worldwide supply of semiconductor memory and downward pressure on prices. Increases in worldwide supply of semiconductor memory also result from semiconductor memory fab capacity expansions, either by way of new facilities, increased capacity utilization, or reallocation of other semiconductor production to semiconductor memory production. Our competitors may increase capital expenditures resulting in future increases in worldwide supply. We and some of our competitors have plans to or are constructing or ramping production at new fabrication facilities. Increases in worldwide supply of semiconductor memory, if not accompanied by commensurate increases in demand, would lead to further declines in average selling prices for our products and would materially adversely affect our business, results of operations, or financial condition. If competitors are more successful at developing or implementing new product or process technology, their products could have cost or performance advantages.

Debt obligations could adversely affect our financial condition.

In recent periods, our debt levels have increased due to the capital intensive nature of our business, business acquisitions, and restructuring of our capital structure. As of March 2, 2017, we had debt with a carrying value of $12.43 billion. As of March 2, 2017, we also had credit facilities available for up to $1.03 billion, and is subject to certain conditions, including outstanding balances of eligible receivables. Events and circumstances may occur which would cause us to not be able to satisfy these applicable draw-down conditions and utilize these facilities. We have incurred in the past, and expect to incur in the future, debt to finance our capital investments, business acquisitions, and restructuring of our capital structure.

Our debt obligations could adversely impact us. For example, these obligations could:

- require us to use a large portion of our cash flow to pay principal and interest on debt, which will reduce the amount of cash flow available to fund working capital, capital expenditures, acquisitions, R&D expenditures, and other business activities;
- result in certain of our debt instruments being accelerated to be immediately due and payable or being deemed to be in default if certain terms of default are triggered under cross-default and/or cross-acceleration provisions;
- result in all obligations owing under the 2021 MSTW Term Loan being accelerated to be immediately due and payable if our MSTW subsidiary fails to comply with financial covenants;
- increase the interest rate under the 2021 MSTW Term Loan if we or MSTW fails to maintain certain financial covenants;
- adversely impact our credit rating, which could increase future borrowing costs;
- limit our future ability to raise funds for capital expenditures, strategic acquisitions or business opportunities, R&D, and other general corporate requirements;
- restrict our ability to incur indebtedness, create or incur certain liens, and enter into sale-leaseback financing transactions;
- increase our vulnerability to adverse economic and semiconductor memory industry conditions;
- increase our exposure to interest rate risk from variable rate indebtedness;
- continue to dilute our earnings per share as a result of the conversion provisions in our convertible notes; and
- require us to continue to pay cash amounts substantially in excess of the principal amounts upon settlement of our convertible notes to minimize dilution of our earnings per share.

Our ability to meet our payment obligations under our debt instruments depends on our ability to generate significant cash flows in the future. This, to some extent, is subject to market, economic, financial, competitive, legislative, and regulatory factors as well as other factors that are beyond our control. There can be no assurance that our business will generate cash flow from operations, or that additional capital will be available to us, in an amount sufficient to enable us to meet our debt payment obligations and to fund other liquidity needs. If we are unable to generate sufficient cash flow to service our debt obligations, we may need to refinance or restructure our debt, sell assets, reduce or delay capital investments, or seek to raise additional capital. If we were unable to implement one or more of these alternatives, we may be unable to meet our debt payment obligations, which could have a material adverse effect on our business, results of operations, or financial condition.

We may be unable to generate sufficient cash flows or obtain access to external financing necessary to fund our operations, make scheduled debt payments, and make adequate capital investments.

Our cash flows from operations depend primarily on the volume of semiconductor memory sold, average selling prices, and manufacturing costs. To develop new product and process technologies, support future growth, achieve operating efficiencies, and maintain product quality, we must make significant capital investments in manufacturing technology, capital equipment, facilities, R&D, and product and process technology. We estimate that net cash expenditures in 2017 for property, plant, and equipment will be approximately $4.8 billion to $5.2 billion, which reflects the offset of amounts we expect to be funded by our partners. Investments in capital expenditures for the first six months of 2017, offset by amounts funded by our partners, were $2.35 billion. As of March 2, 2017, we had cash and marketable investments of $4.49 billion. As of March 2, 2017, $849 million of cash and equivalents and short-term investments, including substantially all of the cash held by the MMJ Group, MSTW, and Inotera, was held by foreign subsidiaries whose earnings were considered to be indefinitely reinvested and repatriation of these funds to the U.S. would subject these funds to U.S. federal income taxes. In addition, cash of $94 million held by IMFT was generally not available to finance our other operations.

The 2021 MSTW Term Loan contains covenants that limit or restrict MSTW's ability to create liens in or dispose of collateral securing obligations under the 2021 MSTW Term Loan, mergers involving MSTW and/or Inotera, loans or guarantees to third parties by Inotera and/or MSTW, and MSTW's and/or Inotera's distribution of cash dividends. As a result, the assets of MSTW and/or Inotera are not available for use by us in our other operations.

As a result of the Japan Proceedings, for so long as such proceedings are continuing, the MMJ Companies are prohibited from paying dividends, including any cash dividends, to us and require that excess earnings be used in their businesses or to fund the MMJ Companies' installment payments. In addition, pursuant to an order of the Japan Court, the MMJ Companies cannot make loans or advances, other than certain ordinary course advances, to us without the consent of the Japan Court and may, under certain circumstances, be subject to approval of the legal trustees and Japan Court. As a result, the assets of the MMJ Companies are not available for use by us in our other operations. Furthermore, certain uses of the assets of the MMJ Group, including investments in certain capital expenditures and in MMT, may require consent of MMJ's trustees and/or the Japan Court.

In the past we have utilized external sources of financing when needed. As a result of our debt levels, expected debt amortization, and general economic conditions, it may be difficult for us to obtain financing on terms acceptable to us. There can be no assurance that we will be able to generate sufficient cash flows, use cash held by MMJ to fund its capital expenditures, access capital markets or find other sources of financing to fund our operations, make debt payments, and make adequate capital investments to remain competitive in terms of technology development and cost efficiency. Our inability to do the foregoing could have a material adverse effect on our business, results of operations, or financial conditions.

Our acquisition of the remaining shares of Inotera involves numerous risks.

On December 6, 2016, we acquired the remaining 67% interest in Inotera (the "Inotera Acquisition"). The cash paid for the Inotera Acquisition was funded with 80 billion New Taiwan dollars (equivalent to $2.5 billion) of proceeds from the 2021 MSTW Term Loan, $986 million of proceeds from the sale of shares of our common stock to Nanya, and cash on hand.

In addition to the acquisition risks described elsewhere, the acquisition is expected to involve the following significant risks:

- we may be unable to realize the anticipated financial benefits of the acquisition;
- increased exposure to the DRAM market, which has historically experienced significant declines in pricing;
- increased leverage resulting from the transaction;
- higher capital expenditures in future periods;
- increased exposure to operating costs denominated in New Taiwan dollars;
- changed relationship with Nanya and its affiliated companies;
- effectiveness of internal controls and disclosure controls and procedures;
- effectiveness of environmental, health and safety, anti-corruption, human resource, or other policies or practices;
- integration issues with Inotera's manufacturing operations in Taiwan; and
- integration of business systems and processes.

Our acquisition of the remaining shares of Inotera is inherently risky and may materially adversely affect our business, results of operations, or financial condition. (See "Part I Financial Information – Item 1. Financial Statements – Notes to Consolidated Financial Statements – Acquisition of Inotera.")

Our future success depends on our ability to develop and produce competitive new memory technologies.

Our key semiconductor memory technologies of DRAM and NAND Flash face technological barriers to continue to meet long-term customer needs. These barriers include potential limitations on the ability to shrink products in order to reduce costs, meet higher density requirements, and improve power consumption and reliability. To meet these requirements, we expect that new memory technologies will be developed by the semiconductor memory industry. Our competitors are working to develop new memory technologies that may offer performance and cost advantages to our existing memory technologies and render existing technologies obsolete. Accordingly, our future success may depend on our ability to develop and produce viable and competitive new memory technologies. There can be no assurance of the following:

- that we will be successful in developing competitive new semiconductor memory technologies;
- that we will be able to cost-effectively manufacture new products;
- that we will be able to successfully market these technologies; and
- that margins generated from sales of these products will allow us to recover costs of development efforts.

In 2015, we announced the development of new 3D XPoint technology, which is an entirely new class of non-volatile memory. There is no assurance that our efforts to develop and market this new product technology will be successful. If our efforts to develop new semiconductor memory technologies are unsuccessful, our business, results of operations, or financial condition may be materially adversely affected.

New product development may be unsuccessful.

We are developing new products, including system-level memory products, which complement our traditional memory products or leverage their underlying design or process technology. We have made significant investments in product and process technologies and anticipate expending significant resources for new semiconductor product development over the next several years. The process to develop DRAM, NAND Flash, and certain specialty memory products, requires us to demonstrate advanced functionality and performance, many times well in advance of a planned ramp of production, in order to secure design wins with our customers. There can be no assurance of the following:

- that our product development efforts will be successful;
- that we will be able to cost-effectively manufacture new products;
- that we will be able to successfully market these products;
- that we will be able to qualify new products with our customers on a timely basis; or
- that margins generated from sales of these products will allow us to recover costs of development efforts.

If our efforts to develop new products are unsuccessful, our business, results of operations, or financial condition may be materially adversely affected.

Products that fail to meet specifications, are defective, or that are otherwise incompatible with end uses could impose significant costs on us.

Products that do not meet specifications or that contain, or are perceived by our customers to contain, defects or that are otherwise incompatible with end uses could impose significant costs on us or otherwise materially adversely affect our business, results of operations, or financial condition. From time to time we experience problems with nonconforming, defective or incompatible products after we have shipped such products. In recent periods we have further diversified and expanded our product offerings, which could potentially increase the chance that one or more of our products could fail to meet specifications in a particular application. As a result of these problems, we could be adversely affected in several ways, including the following:

- we may be required to compensate customers for costs incurred or damages caused by defective or incompatible product and to replace products;
- we could incur a decrease in revenue or adjustment to pricing commensurate with the reimbursement of such costs or alleged damages; and
- we may encounter adverse publicity, which could cause a decrease in sales of our products.

A determination that our products or manufacturing processes infringe the intellectual property rights of others or entering into a license agreement covering such intellectual property could materially adversely affect our business, results of operations, or financial condition.

As is typical in the semiconductor and other high technology industries, from time to time others have asserted, and may in the future assert, that our products or manufacturing processes infringe their intellectual property rights. We are unable to predict the outcome of assertions of infringement made against us. A determination that our products or manufacturing processes infringe the intellectual property rights of others, or entering a license agreement covering such intellectual property, could result in significant liability and/or require us to make material changes to our products and/or manufacturing processes. Any of the foregoing results could have a material adverse effect on our business, results of operations, or financial condition. (See "Part I. Financial Information – Item 1. Financial Statements – Notes to Consolidated Financial Statements – Contingencies.")

We have a number of intellectual property license agreements. Some of these license agreements require us to make one-time or periodic payments. We may need to obtain additional patent licenses or renew existing license agreements in the future. We are unable to predict whether these license agreements can be obtained or renewed on acceptable terms.

The acquisition of our ownership interest in Inotera from Qimonda has been challenged by the administrator of the insolvency proceedings for Qimonda.

On January 20, 2011, Dr. Michael Jaffé, administrator for Qimonda insolvency proceedings, filed suit against Micron and Micron Semiconductor B.V., our Netherlands subsidiary ("Micron B.V."), in the District Court of Munich, Civil Chamber. The complaint seeks to void under Section 133 of the German Insolvency Act a share purchase agreement between Micron B.V. and Qimonda signed in fall 2008 pursuant to which Micron B.V. purchased substantially all of Qimonda's shares of Inotera Memories, Inc. (the "Inotera Shares"), representing approximately 18% of Inotera's outstanding shares, and seeks an order requiring us to re-transfer those shares to the Qimonda estate. The complaint also seeks, among other things, to recover damages for the alleged value of the joint venture relationship with Inotera and to terminate under Sections 103 or 133 of the German Insolvency Code a patent cross-license between us and Qimonda entered into at the same time as the share purchase agreement.

Following a series of hearings with pleadings, arguments, and witnesses on behalf of the Qimonda estate, on March 13, 2014, the Court issued judgments: (1) ordering Micron B.V. to pay approximately $1 million in respect of certain Inotera shares sold in connection with the original share purchase; (2) ordering Micron B.V. to disclose certain information with respect to any Inotera Shares sold by it to third parties; (3) ordering Micron B.V. to disclose the benefits derived by it from ownership of the Inotera Shares, including in particular, any profits distributed on such shares and all other benefits; (4) denying Qimonda's claims against Micron for any damages relating to the joint venture relationship with Inotera; and (5) determining that Qimonda's obligations under the patent cross-license agreement are canceled. In addition, the Court issued interlocutory judgments ordering, among other things: (1) that Micron B.V. transfer to the Qimonda estate the Inotera Shares still owned by it and pay to the Qimonda estate compensation in an amount to be specified for any Inotera Shares sold to third parties; and (2) that Micron B.V. pay the Qimonda estate as compensation an amount to be specified for benefits derived by it from ownership of the Inotera Shares. The interlocutory judgments have no immediate, enforceable effect on us, and, accordingly, we expect to be able to continue to operate with full control of the Inotera Shares subject to further developments in the case. We have filed a notice of appeal, and the parties have submitted briefs to the appeals court.

We are unable to predict the outcome of the matter and therefore cannot estimate the range of possible loss. The final resolution of this lawsuit could result in the loss of the Inotera Shares or monetary damages, unspecified damages based on the benefits derived by Micron B.V. from the ownership of the Inotera Shares, and/or the termination of the patent cross-license, which could have a material adverse effect on our business, results of operation, or financial condition.

Our joint ventures and strategic relationships involve numerous risks.

We have entered into strategic relationships, including our IMFT joint venture with Intel, to manufacture products and develop new manufacturing process technologies and products. These joint ventures and strategic relationships are subject to various risks that could adversely affect the value of our investments and our results of operations. These risks include the following:

- our interests could diverge from our partners or we may not be able to agree with partners on ongoing manufacturing and operational activities, or on the amount, timing, or nature of further investments in our joint venture;
- our joint venture partners' products may compete with our products;

- we may experience difficulties in transferring technology to joint ventures;
- we may experience difficulties and delays in ramping production at joint ventures;
- our control over the operations of our joint ventures is limited;
- we may recognize losses from our equity method investments;
- due to financial constraints, our joint venture partners may be unable to meet their commitments to us or our joint ventures and may pose credit risks for our transactions with them;
- due to differing business models or long-term business goals, we and our partners may not participate to the same extent on funding capital investments in our joint ventures;
- cash flows may be inadequate to fund increased capital requirements;
- we may experience difficulties or delays in collecting amounts due to us from our joint ventures and partners;
- the terms of our partnering arrangements may turn out to be unfavorable; and
- changes in tax, legal, or regulatory requirements may necessitate changes in the agreements with our partners.

If our joint ventures and strategic relationships are unsuccessful, our business, results of operations, or financial condition may be materially adversely affected.

If our manufacturing process is disrupted, our business, results of operations, or financial condition could be materially adversely affected.

We manufacture products using highly complex processes that require technologically advanced equipment and continuous modification to improve yields and performance. Difficulties in the manufacturing process or the effects from a shift in product mix can reduce yields or disrupt production and may increase our per gigabit manufacturing costs. We maintain operations and continuously implement new product and process technology at our manufacturing operations which are widely dispersed in multiple locations in several countries including the U.S., Singapore, Taiwan, Japan, Malaysia, and China. Additionally, our control over operations at IMFT and Tera Probe is limited by our agreements with our partners. From time to time, we have experienced disruptions in our manufacturing process as a result of power outages, improperly functioning equipment, equipment failures, earthquakes, or other environmental events. If production at a fabrication facility is disrupted for any reason, manufacturing yields may be adversely affected or we may be unable to meet our customers' requirements and they may purchase products from other suppliers. This could result in a significant increase in manufacturing costs, loss of revenues, or damage to customer relationships, any of which could materially adversely affect our business, results of operations, or financial condition.

We may incur additional restructure charges in future periods.

In the fourth quarter of 2016, we initiated a restructure plan in response to business conditions and the need to accelerate focus on our key priorities (the "2016 Restructuring Plan"). The 2016 Restructuring Plan includes the elimination of certain projects and programs, the permanent closure of a number of open headcount requisitions, workforce reductions in certain areas of the business, and other non-headcount related spending reductions. In connection with the plan, we incurred charges of $33 million in the first six months of 2017 and $58 million in the fourth quarter of 2016 and do not expect to incur additional material charges. As of March 2, 2017 and September 1, 2016, we had accrued liabilities of $9 million and $24 million, respectively, related to the 2016 Restructuring Plan.

We may not realize the expected savings or other benefits from our restructure plans and may also incur additional restructure charges or other losses associated with other initiatives in future periods. In connection with those initiatives, we could incur restructure charges, loss of production output, loss of key personnel, disruptions in our operations, and difficulties in the timely delivery of products, which could materially adversely affect our business, results of operations, or financial condition.

The operations of the MMJ Companies are subject to continued oversight by the Japan Court during the pendency of the corporate reorganization proceedings.

Because the plans of reorganization of the MMJ Companies provide for ongoing payments to creditors following the closing of our acquisition of MMJ, the Japan Proceedings are continuing, and the MMJ Companies remain subject to the oversight of the Japan Court and of the trustees (including a trustee designated by us, who we refer to as the business trustee, and a trustee designated by the Japan Court, who we refer to as the legal trustee), pending completion of the Japan Proceedings. The Japan Proceedings and oversight of the Japan Court are expected to continue until the final creditor payment is made under the MMJ Companies' plans of reorganization, which is scheduled to occur in December 2019, but may occur on a later date to the extent any claims of creditors remain unfixed on the final scheduled installment payment date. Although we may be able to petition the court to terminate the Japan Proceedings once two-thirds of all payments under the plans of reorganization are made, there can be no assurance that the Japan Court will grant any such petition.

During the pendency of the Japan Proceedings, the MMJ Companies are obligated to provide periodic financial reports to the Japan Court and may be required to obtain the consent of the Japan Court prior to taking a number of significant actions relating to their businesses, including transferring or disposing of, or acquiring, certain material assets, incurring or guaranteeing material indebtedness, settling disputes, or entering into certain material agreements. The consent of the legal trustee may also be required for matters that would likely have a material impact on the operations or assets of the MMJ Companies and their subsidiaries or for transfers of material assets, to the extent the matters or transfers would reasonably be expected to materially and adversely affect execution of the plans of reorganization of the MMJ Companies. Accordingly, during the pendency of the Japan Proceedings, our ability to effectively operate the MMJ Companies as part of our global operations or to cause the MMJ Companies to take certain actions that we deem advisable for their businesses could be adversely affected if the Japan Court or the legal trustee is unwilling to consent to various actions that we may wish to take with respect to the MMJ Companies.

Changes in foreign currency exchange rates could materially adversely affect our business, results of operations, or financial condition.

Across our global operations, significant transactions and balances are denominated in currencies other than the U.S. dollar (our reporting currency), primarily the euro, Singapore dollar, New Taiwan dollar, and yen. We recorded net losses from changes in currency exchange rates of $40 million for the first six months of 2017, $24 million for 2016, and $27 million for 2015. Based on our foreign currency balances of monetary assets and liabilities as of March 2, 2017, we estimate that a 10% adverse change in exchange rates versus the U.S. dollar would result in losses of approximately $437 million. Although we hedge our primary exposures to changes in currency exchange rates from our monetary assets and liabilities by hedging our primary currency exposures with currency forward contracts, the effectiveness of these hedges is dependent upon our ability to accurately forecast our monetary assets and liabilities. In addition, a significant portion of our manufacturing costs are denominated in foreign currencies. Exchange rates for some of these currencies against the U.S. dollar, particularly the yen, have been volatile in recent periods. If these currencies strengthen against the U.S. dollar, our manufacturing costs could significantly increase. In the event that exchange rates for the U.S. dollar adversely change against our foreign currency exposures, our results of operations or financial condition may be adversely affected. In addition, in connection with the Inotera Acquisition, our exposure to changes in foreign currency exchange rates could increase if not offset by corresponding hedges.

We may make future acquisitions and/or alliances, which involve numerous risks.

Acquisitions and the formation or operation of alliances, such as joint ventures and other partnering arrangements, involve numerous risks including the following:

- integrating the operations, technologies, and products of acquired or newly formed entities into our operations;
- increasing capital expenditures to upgrade and maintain facilities;
- increased debt levels;
- the assumption of unknown or underestimated liabilities;
- the use of cash to finance a transaction, which may reduce the availability of cash to fund working capital, capital expenditures, R&D expenditures, and other business activities;
- diverting management's attention from daily operations;
- managing larger or more complex operations and facilities and employees in separate and diverse geographic areas;
- hiring and retaining key employees;
- requirements imposed by governmental authorities in connection with the regulatory review of a transaction, which may include, among other things, divestitures or restrictions on the conduct of our business or the acquired business;

- inability to realize synergies or other expected benefits;
- failure to maintain customer, vendor, and other relationships;
- inadequacy or ineffectiveness of an acquired company's internal financial controls, disclosure controls and procedures, and/or environmental, health and safety, anti-corruption, human resource, or other policies or practices; and
- impairment of acquired intangible assets and goodwill as a result of changing business conditions, technological advancements, or worse-than-expected performance of the acquired business.

In previous years, supply of memory products has significantly exceeded customer demand, resulting in significant declines in average selling prices for DRAM, NAND Flash, and NOR Flash products. Resulting operating losses have led to the deterioration in the financial condition of a number of industry participants, including the liquidation of Qimonda and the 2012 bankruptcy filing by Elpida (now known as MMJ). These types of proceedings often lead to court-directed processes involving the sale of related businesses or assets. We believe the global memory industry is experiencing a period of consolidation as a result of these market conditions and other factors, and we engage from time to time in discussions regarding potential acquisitions and similar opportunities arising out of these industry conditions. To the extent we are successful in completing any such transactions, we could be subject to some or all of the risks described above, including the risks pertaining to funding, assumption of liabilities, integration challenges, and increases in debt that may accompany such transactions. Acquisitions of, or alliances with, high-technology companies are inherently risky and may not be successful and may materially adversely affect our business, results of operations, or financial condition.

Breaches of our security systems could expose us to losses.

We maintain a system of controls over the physical security of our facilities. We also manage and store various proprietary information and sensitive or confidential data relating to our operations. In addition, we process, store, and transmit large amounts of data relating to our customers and employees, including sensitive personal information. Unauthorized persons or employees may gain access to our facilities or network systems to steal trade secrets or other proprietary information, compromise confidential information, create system disruptions, or cause shutdowns. These parties may also be able to develop and deploy viruses, worms, and other malicious software programs that disrupt our operations and create security vulnerabilities. Breaches of our physical security and attacks on our network systems could result in significant losses and damage our reputation with customers and suppliers and could expose us to litigation if the confidential information of our customers, suppliers, or employees is compromised.

Compliance with regulations regarding the use of conflict minerals could limit the supply and increase the cost of certain metals used in manufacturing our products.

Increased focus on environmental protection and social responsibility initiatives led to the passage of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd-Frank Act") and its implementing Securities and Exchange Commission regulations. The Dodd-Frank Act imposes supply chain diligence and disclosure requirements for certain manufacturers of products containing specific minerals that may originate in or near the Democratic Republic of the Congo (the "DRC") and finance or benefit local armed groups. These "conflict minerals" are commonly found in materials used in the manufacture of semiconductors. The implementation of these new regulations may limit the sourcing and availability of some of these materials. This in turn may affect our ability to obtain materials necessary for the manufacture of our products in sufficient quantities and may affect related material pricing. Some of our customers may elect to disqualify us as a supplier or reduce purchases from us if we are unable to verify that our products are DRC conflict free.

We are subject to a variety of laws and regulations that may result in additional costs and liabilities.

The manufacturing of our products requires the use of facilities, equipment, and materials that are subject to a broad array of laws and regulations in numerous jurisdictions in which we operate. Additionally, we are subject to a variety of other laws and regulations relative to the construction, maintenance, and operations of our facilities. Any of these laws or regulations could cause us to incur additional direct costs, as well as increased indirect costs related to our relationships with our customers and suppliers, and otherwise harm our operations and financial condition. Any failure to comply with these laws or regulations could adversely impact our reputation and our financial results. Additionally, we partner with other companies in our joint ventures, which are also subject to a broad array of laws and regulations. Our ownership in these joint ventures may also expose us to risks associated with their respective compliance with these laws and regulations. Our failure, or the failure of our joint ventures, to comply with these laws and regulations could result in:

- suspension of production;
- remediation costs;
- alteration of our manufacturing processes;

- regulatory penalties, fines, and legal liabilities; and
- reputational challenges.

We may incur additional tax expense or become subject to additional tax exposure.

We operate in a number of locations outside the U.S., including Singapore, where we have tax incentive arrangements that are conditional, in part, upon meeting certain business operations and employment thresholds. Our domestic and international taxes are dependent upon the distribution of our earnings among these different jurisdictions. Our provision for income taxes and cash tax liabilities in the future could be adversely affected by numerous factors, including challenges by tax authorities to our tax structure and intercompany transfer pricing agreements, income before taxes being lower than anticipated in countries with lower statutory tax rates and higher than anticipated in countries with higher statutory tax rates, changes in the valuation of deferred tax assets and liabilities, failure to meet performance obligations with respect to tax incentive agreements, and changes in tax laws and regulations. We file income tax returns with the U.S. federal government, various U.S. states, and various other jurisdictions throughout the world. Our U.S. federal and state tax returns remain open to examination for 2012 through 2016. In addition, tax returns that remain open to examination in Japan and Taiwan range from the years 2011 to 2016 and in Singapore from 2012 to 2016. The results of audits and examinations of previously filed tax returns and continuing assessments of our tax exposures may have an adverse effect on our provision for income taxes and cash tax liability.

We may not utilize all of our net deferred tax assets.

We have substantial deferred tax assets, which include, among others, net operating loss and credit carryforwards. As of September 1, 2016, our U.S. federal and state net operating loss carryforwards, including uncertain tax benefits, were $3.90 billion and $1.94 billion, respectively, which, if not utilized, will expire at various dates from 2017 through 2036. As of September 1, 2016, our foreign net operating loss carryforwards were $6.04 billion, including $4.28 billion pertaining to Japan, which will, if not utilized, substantially all expire at various dates from 2019 through 2025. In addition, as a result of the Inotera Acquisition, we added foreign net operating loss carryforwards in Taiwan of $654 million, substantially all of which expires on various dates through 2022. As of September 1, 2016, we had valuation allowances of $1.16 billion and $765 million against our net deferred tax assets in the U.S. and Japan, respectively.

A change in ownership may limit our ability to utilize our net operating loss carryforwards.

If we experience a 50% or greater change in ownership involving shareholders owning 5% or more of our stock, it could adversely impact our ability to utilize our existing net operating loss and credit carryforwards. The inability to utilize existing net operating loss and credit carryforwards would significantly increase the amount of our annual cash taxes reducing the overall amount of cash available to be used in other areas of the business.

On January 18, 2017, our shareholders approved a Section 382 Rights Agreement (the "Rights Agreement"), under which our shareholders of record as of the close of business on August 1, 2016 received one right for each share of common stock outstanding, which entitles certain shareholders to purchase additional shares of our common stock at a significant discount in the event of an ownership change, as defined by Section 382 of the Internal Revenue Code of 1986, as amended. In general, an ownership change will occur when the percentage of our ownership by one or more 5% shareholders has increased by more than 50% at any time during the prior three years. Pursuant to the Rights Agreement, if a shareholder (or group) acquires beneficial ownership of 4.99% or more of the outstanding shares of our common stock without prior approval of our Board of Directors or without meeting certain customary exceptions, the rights would become exercisable. The Rights Agreement is intended to avoid an adverse ownership change, thereby preserving our current ability to utilize certain net operating loss and credit carryforwards; however, there is no assurance that the Rights Agreement will prevent all transfers that could result in such an ownership change.

The limited availability of raw materials, supplies, or capital equipment could materially adversely affect our business, results of operations, or financial condition.

Our operations require raw materials and in certain cases, third party services, that meet exacting standards. We generally have multiple sources of supply for our raw materials and services. However, only a limited number of suppliers are capable of delivering certain raw materials and services that meet our standards. In some cases, materials, components, or services are provided by a single supplier. Various factors could reduce the availability of raw materials or components such as silicon wafers, controllers, photomasks, chemicals, gases, photoresist, lead frames, and molding compound. Shortages may occur from time to time in the future. We and/or our suppliers could be affected by laws and regulations enacted in response to concerns regarding climate change, which could increase the cost and limit the supply of our raw materials. In addition, disruptions in transportation lines could delay our receipt of raw materials. Lead times for the supply of raw materials have been extended in the past. If our supply of raw materials or services is disrupted or our lead times extended, our business, results of operations, or financial condition could be materially adversely affected.

Our operations are dependent on our ability to procure advanced semiconductor manufacturing equipment that enables the transition to lower cost manufacturing processes. For certain key types of equipment, including photolithography tools, we are sometimes dependent on a single supplier. From time to time we have experienced difficulties in obtaining some equipment on a timely basis due to the supplier's limited capacity. Our inability to obtain this equipment timely could adversely affect our ability to transition to next generation manufacturing processes and reduce costs. Delays in obtaining equipment could also impede our ability to ramp production at new facilities and increase our overall costs of the ramp. If we are unable to obtain advanced semiconductor manufacturing equipment in a timely manner, our business, results of operations, or financial condition could be materially adversely affected.

A downturn in the worldwide economy may harm our business.

Downturns in the worldwide economy have harmed our business in the past and future downturns could also adversely affect our business. Adverse economic conditions affect demand for devices that incorporate our products, such as personal computers, mobile devices, SSDs, and servers. Reduced demand for these products could result in significant decreases in our average selling prices and product sales. A deterioration of current conditions in worldwide credit markets could limit our ability to obtain external financing to fund our operations and capital expenditures. In addition, we may experience losses on our holdings of cash and investments due to failures of financial institutions and other parties. Difficult economic conditions may also result in a higher rate of loss on our accounts receivables due to credit defaults. As a result, our business, results of operations, or financial condition could be materially adversely affected.

Our results of operations could be affected by natural disasters and other events in the locations in which we or our customers or suppliers operate.

We have manufacturing and other operations in locations subject to natural occurrences such as severe weather and geological events including earthquakes or tsunamis that could disrupt operations. In addition, our suppliers and customers also have operations in such locations. A natural disaster, fire, explosion, or other event that results in a prolonged disruption to our operations, or the operations of our customers or suppliers, may materially adversely affect our business, results of operations, or financial condition.

We face risks associated with our international sales and operations that could materially adversely affect our business, results of operations, or financial condition.

Sales to customers outside the United States approximated 84% of our consolidated net sales for 2016. In addition, a substantial portion of our manufacturing operations are located outside the United States. In particular, a significant portion of our manufacturing operations are concentrated in Singapore, Taiwan, and Japan. Our international sales and operations are subject to a variety of risks, including:

- export and import duties, changes to import and export regulations, customs regulations and processes, and restrictions on the transfer of funds;
- compliance with U.S. and international laws involving international operations, including the Foreign Corrupt Practices Act, export and import laws, and similar rules and regulations;
- theft of intellectual property;
- political and economic instability;
- problems with the transportation or delivery of our products;

- issues arising from cultural or language differences and labor unrest;
- longer payment cycles and greater difficulty in collecting accounts receivable;
- compliance with trade, technical standards, and other laws in a variety of jurisdictions;
- contractual and regulatory limitations on our ability to maintain flexibility with our staffing levels;
- disruptions to our manufacturing operations as a result of actions imposed by foreign governments;
- changes in economic policies of foreign governments; and
- difficulties in staffing and managing international operations.

These factors may materially adversely affect our business, results of operations, or financial condition.

We are subject to counterparty default risks.

We have numerous arrangements with financial institutions that subject us to counterparty default risks, including cash deposits, investments, capped-call contracts on our stock, and derivative instruments. As a result, we are subject to the risk that the counterparty to one or more of these arrangements will default on its performance obligations. A counterparty may not comply with their contractual commitments which could then lead to their defaulting on their obligations with little or no notice to us, which could limit our ability to take action to mitigate our exposure. Additionally, our ability to mitigate our exposures may be constrained by the terms of our contractual arrangements or because market conditions prevent us from taking effective action. If one of our counterparties becomes insolvent or files for bankruptcy, our ability to recover any losses suffered as a result of that counterparty's default may be limited by the liquidity of the counterparty or the applicable laws governing the bankruptcy proceeding. In the event of such default, we could incur significant losses, which could adversely impact our business, results of operations, or financial condition.

ITEM 2. UNREGISTERED SALE OF EQUITY SECURITIES AND USE OF PROCEEDS

Our Board of Directors has authorized the discretionary repurchase of up to $1.25 billion of our outstanding common stock, which may be made in open-market purchases, block trades, privately-negotiated transactions, or derivative transactions. Through the second quarter of 2017, we had repurchased a total of 49 million shares for $956 million through open-market transactions pursuant to such authorization. Repurchases are subject to market conditions and our ongoing determination of the best use of available cash.

During the second quarter of 2017, we share-settled a portion of our 2032C and 2032D Capped Calls and received 3,701,568 shares of our common stock.

Period	(a) Total number of shares purchased	(b) Average price paid per share	(c) Total number of shares (or units) purchased as part of publicly announced plans or programs	(d) Maximum number (or approximate dollar value) of shares (or units) that may yet be purchased under the plans or programs
December 2, 2016 – January 5, 2017	3,701,568	$ 18.15	—	$ 294,184,917
January 6, 2017 – February 2, 2017	—	—	—	294,184,917
February 3, 2017 – March 2, 2017	—	—	—	294,184,917
	3,701,568	—	—	

Shares of common stock withheld as payment of withholding taxes and exercise prices in connection with the vesting or exercise of equity awards are also treated as common stock repurchases. Those withheld shares of common stock are not considered common stock repurchases under an authorized common stock repurchase plan and accordingly are excluded from the above table.

In connection with the Inotera Acquisition on December 6, 2016, we sold 58 million shares of our common stock to Nanya, of which 54 million were issued from treasury stock, and received cash proceeds of $986 million. These shares were issued in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended, and are subject to certain restrictions on transfers.

ITEM 6. EXHIBITS

The following documents are filed as part of this report:

Exhibit Number	Description of Exhibit
3.1	Restated Certificate of Incorporation of the Registrant (1)
3.2	Bylaws of the Registrant, Amended and Restated (2)
4.26	Supplemental Indenture, dated as of January 19, 2017, by and between Micron Technology, Inc. and U.S. Bank National Association, as trustee
4.27	Supplemental Indenture, dated as of January 19, 2017, by and between Micron Technology, Inc. and U.S. Bank National Association, as trustee
10.8	Amended and Restated 2007 Equity Incentive Plan (3)
10.49*	Second Amended and Restated Supply Agreement, dated February 10, 2017, by and among Micron Technology, Inc., Intel Corporation and Micron Semiconductor Asia Pte. Ltd.
10.50*	Amended and Restated Supplemental Wafer Supply Agreement, dated February 10, 2017, by and among Micron Technology, Inc., Intel Corporation and Micron Semiconductor Asia Pte. Ltd.
10.51*	Amended and Restated Wafer Supply Agreement No. 3 dated, February 10, 2017, by and among Micron Technology, Intel Corporation and Micron Semiconductor Asia Pte. Ltd.
10.64	Deferred Compensation Plan
31.1	Rule 13a-14(a) Certification of Chief Executive Officer
31.2	Rule 13a-14(a) Certification of Chief Financial Officer
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

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

(1) Incorporated by reference to Current Report on Form 8-K dated January 26, 2015.
(2) Incorporated by reference to Current Report on Form 8-K dated February 1, 2016.
(3) Incorporated by reference to Definitive Proxy Statement on Schedule 14A dated December 8, 2016.

SIGNATURE

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: March 28, 2017

/s/ Ernest E. Maddock

Ernest E. Maddock
Chief Financial Officer and Vice President, Finance
(Principal Financial and Accounting Officer)

EXHIBIT 4.26

FIRST SUPPLEMENTAL INDENTURE

Dated as of January 19, 2017

Among

MICRON TECHNOLOGY, INC.

as Issuer

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

$300,000,000

2.125% Convertible Senior Secured Notes due 2033

THIS FIRST SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**"), is entered into as of January 19, 2017, between Micron technology, Inc., a Delaware corporation (the "**Company**") and U.S. BANK NATIONAL ASSOCIATION, as Trustee (the "**Trustee**").

RECITALS

WHEREAS, the Company and the Trustee entered into the Indenture, dated as of February 12, 2013 (the "**Indenture**"), relating to the Company's 2.125% Convertible Senior Notes due 2033 (the "**Notes**");

WHEREAS, Section 9.01(a) of the Indenture provides that the Company and the Trustee may amend or supplement the Indenture or the Notes, without notice to or the consent of any Holder, to cure any ambiguity, omission, defect or inconsistency in this Indenture or the Notes or to conform the Indenture or the Notes to the section entitled "Description of Notes" contained in the Offering Memorandum;

WHEREAS, the Company has identified a typographical error in Section 1.01 of the Indenture and requested that the Trustee enter into this Supplemental Indenture in order to amend the Indenture to correct such error and conform such section to the "Description of Notes" in the Offering Memorandum as set forth herein;

WHEREAS, in connection with the foregoing, the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, both dated the date hereof, as required by Section 9.04 and Section 13.04 of the Indenture;

WHEREAS, in connection with the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee desire to execute this Supplemental Indenture that complies with Section 9.01 of the Indenture; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid and binding agreement have been done.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE 1
RELATION TO INDENTURE; DEFINITIONS

SECTION 1.1 Relation to Indenture. This Supplemental Indenture constitutes an integral part of the Indenture. In the event of inconsistencies between the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture shall govern.

SECTION 1.2 Certain Definitions. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

ARTICLE 2
AMENDMENT

SECTION 2.1 Subsection (a) of the definition of "Observation Period" in Section 1.01 of the Indenture is hereby restated in its entirety with the following:

"(a) in the case of a conversion of a Note called for redemption pursuant to Section 11.01, the 20 consecutive Trading Day period beginning on, and including, the 22nd Scheduled Trading Day prior to the Redemption Date;"

ARTICLE 3
MISCELLANEOUS

SECTION 3.1 Notices. All notices shall be made in accordance with Section 13.02 of the Indenture.

SECTION 3.2 Successors and Assigns. All agreements of the Company in the Indenture, as supplemented by this Supplemental Indenture, and the Notes shall bind its successors. All agreements of the Trustee in the Indenture, as supplemented by this Supplemental Indenture, shall bind its successors.

SECTION 3.3 Severability Clause. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.4 Governing Law. This Supplemental Indenture, together with the Indenture and each Note, shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 3.5 No Personal Liability of Directors, Managers, Members, Officers, Employees and Stockholders. No director, manager, member, officer, employee, incorporator or stockholder of the Company shall have any liability for any obligations of the Company under the Supplemental Indenture or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation to the extent permitted by applicable law.

SECTION 3.6 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. One signed copy is enough to prove this Supplemental Indenture.

SECTION 3.7 Ratification. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby ratified and confirmed.

SECTION 3.8 Trustee. The Trustee makes no representation or warranty for the validity or sufficiency of this Supplemental Indenture. The recitals of fact contained herein shall be taken as the statements solely of the Company and the Trustee assumes no responsibility for the correctness thereof.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: */s/ Paula Oswald*

Name: Paula Oswald

Title:Vice President

MICRON TECHNOLOGY, INC.

By: */s/ Don Whitt*

Name: Don Whitt

Title: Vice President, Tax and Treasury

EXHIBIT 4.27

FIRST SUPPLEMENTAL INDENTURE

Dated as of January 19, 2017

Among

MICRON TECHNOLOGY, INC.

as Issuer

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

$300,000,000

1.625% Convertible Senior Secured Notes due 2033

THIS FIRST SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**"), is entered into as of January 19, 2017, between Micron technology, Inc., a Delaware corporation (the "**Company**") and U.S. BANK NATIONAL ASSOCIATION, as Trustee (the "**Trustee**").

RECITALS

WHEREAS, the Company and the Trustee entered into the Indenture, dated as of February 12, 2013 (the "**Indenture**"), relating to the Company's 1.625% Convertible Senior Notes due 2033 (the "**Notes**");

WHEREAS, Section 9.01(a) of the Indenture provides that the Company and the Trustee may amend or supplement the Indenture or the Notes, without notice to or the consent of any Holder, to cure any ambiguity, omission, defect or inconsistency in this Indenture or the Notes or to conform the Indenture or the Notes to the section entitled "Description of Notes" contained in the Offering Memorandum;

WHEREAS, the Company has identified a typographical error in Section 1.01 of the Indenture and requested that the Trustee enter into this Supplemental Indenture in order to amend the Indenture to correct such error and conform such section to the "Description of Notes" in the Offering Memorandum as set forth herein;

WHEREAS, in connection with the foregoing, the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, both dated the date hereof, as required by Section 9.04 and Section 13.04 of the Indenture;

WHEREAS, in connection with the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee desire to execute this Supplemental Indenture that complies with Section 9.01 of the Indenture; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid and binding agreement have been done.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE 1
RELATION TO INDENTURE; DEFINITIONS

SECTION 1.1 Relation to Indenture. This Supplemental Indenture constitutes an integral part of the Indenture. In the event of inconsistencies between the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture shall govern.

SECTION 1.2 Certain Definitions. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

ARTCILE 2
AMENDMENT

SECTION 2.1 Subsection (a) of the definition of "Observation Period" in Section 1.01 of the Indenture is hereby restated in its entirety with the following:

"(a) in the case of a conversion of a Note called for redemption pursuant to Section 11.01, the 20 consecutive Trading Day period beginning on, and including, the 22nd Scheduled Trading Day prior to the Redemption Date;"

ARTICLE 3
MISCELLANEOUS

SECTION 3.1 Notices. All notices shall be made in accordance with Section 13.02 of the Indenture.

SECTION 3.2 Successors and Assigns. All agreements of the Company in the Indenture, as supplemented by this Supplemental Indenture, and the Notes shall bind its successors. All agreements of the Trustee in the Indenture, as supplemented by this Supplemental Indenture, shall bind its successors.

SECTION 3.3 Severability Clause. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.4 Governing Law. This Supplemental Indenture, together with the Indenture and each Note, shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 3.5 No Personal Liability of Directors, Managers, Members, Officers, Employees and Stockholders. No director, manager, member, officer, employee, incorporator or stockholder of the Company shall have any liability for any obligations of the Company under the Supplemental Indenture or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation to the extent permitted by applicable law.

SECTION 3.6 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be original; but such counterparts shall together constitute but one and the same instrument. One signed copy is enough to prove this Supplemental Indenture.

SECTION 3.7 Ratification. The Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects hereby ratified and confirmed.

SECTION 3.8 Trustee. The Trustee makes no representation or warranty for the validity or sufficiency of this Supplemental Indenture. The recitals of fact contained herein shall be taken as the statements solely of the Company and the Trustee assumes no responsibility for the correctness thereof.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: */s/ Paula Oswald*

Name: Paula Oswald

Title: Vice President

MICRON TECHNOLOGY, INC.

By: */s/ Don Whitt*

Name: Don Whitt

Title: Vice President, Tax and Treasury

EXHIBIT 10.49

[***] DENOTES CONFIDENTIAL MATERIALS OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT

CONFIDENTIAL

SECOND AMENDED AND RESTATED [***] SUPPLY AGREEMENT

This SECOND AMENDED AND RESTATED **[***]** SUPPLY AGREEMENT (this "**Agreement**") is entered into as of February 10, 2017 but made effective as of the Original 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**"). This Agreement amends and restates, in its entirety, the Amended and Restated **[***]** Supply Agreement dated as of September 1, 2015 (the "**First Amended and Restated [***] Supply Agreement)**, which amended and restated, in its entirety, the **[***]** Wafer Supply Agreement (as amended prior to September 1, 2015, the "**Original Agreement**"), dated as of January 31, 2014 (the "**Original Effective Date**"), all by and between Intel and Micron. Each of Intel, MSA and MTI may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. In connection with the execution of the Original Agreement, Micron and Intel entered into a **[***]** Letter Agreement (the "**[***] Letter Agreement**") pursuant to which MSA agreed to use commercially reasonable efforts to convert existing capacity or add incremental capacity at the Singapore Fab to manufacture wafers utilizing the **[***]** Process Technology Node and Intel agreed to cooperate with, and use commercially reasonable efforts to assist, Micron in qualifying such **[***]** Process Technology Node at such facilities.

B. If such manufacturing conversion or addition occur, and if Intel complies with Sections 2.1 and 3 of the **[***]** Letter Agreement, MSA would manufacture NAND Flash Memory Wafers utilizing the **[***]** Process Technology Node at its Singapore Fab and supply Probed Wafers utilizing the **[***]** Process Technology Node to Intel in accordance with the terms and subject to the conditions set forth in this Agreement.

C. In connection with the execution of the First Amended and Restated **[***]** Supply Agreement, Micron and Intel entered into a **[***]** Letter Agreement (the "**[***] Letter Agreement**") pursuant to which MSA agreed, subject to the conditions therein, to use commercially reasonable efforts to convert existing capacity or add incremental capacity at the Singapore Fab to manufacture wafers utilizing the **[***]** Process Technology Node and Intel agreed to cooperate with, and use commercially reasonable efforts to assist, Micron in qualifying such **[***]** Process Technology Node at such facilities.

D. If such manufacturing conversion or addition occur, and if Intel complies with Sections 1.2, 1.3 and 1.4 of the **[***]** Letter Agreement, MSA would manufacture NAND Flash Memory Wafers utilizing the **[***]** Process Technology Node at its Singapore manufacturing facilities and supply Probed Wafers utilizing the **[***]** Process Technology Node to Intel, in accordance with the terms and subject to the conditions set forth in this Agreement.

E. Intel agrees to purchase Probed Wafers, in accordance with the terms and subject to the conditions set forth in this Agreement.

F. Under the Amended and Restated Deposit Agreement entered into as of February 10, 2017, by and among Intel and MTI (the "**Deposit Agreement**"), Intel agreed to make with Micron a refundable deposit against Intel's payment obligations in accordance with Section 2.3 of the Deposit 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 calendar quarter, calendar month or calendar 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, Micron will supply to Intel, and Intel will purchase from Micron, Probed Wafers as set forth in this Section 2.1; provided that (i) with respect to Probed Wafers manufactured utilizing the **[***]** Process Technology Node, the manufacturing conversion or addition described in the **[***]** Letter Agreement has occurred and that Intel complies with Sections 2.1 and 3 of the **[***]** Letter Agreement and (ii) with respect to Probed Wafers manufactured utilizing the **[***]** Process Technology Node, the manufacturing conversion or addition described in the **[***]** Letter Agreement has occurred and that Intel complies with Sections 1.2, 1.3 and 1.4 of the **[***]** Letter Agreement. For the avoidance of doubt, the foregoing conditions with respect to the Intel obligations may be waived by Micron it its sole discretion.

(a) Pre-Qualified Probed Wafers.

(i) **[***]**. Beginning on the **[***]** Design ID Ready Date and continuing until the end of the Term, **[***]** of any **[***]** Pre-Qualified Probed Wafer starts (the "**[***] Pre-Qualified Probed Wafer Commitment**").

(ii) **[***]**. Beginning on the **[***]** Design ID Ready Date and continuing until the end of the Term, **[***]** of any **[***]** Pre-Qualified Probed Wafer starts (the "**[***] Pre-Qualified Probed Wafer Commitment**" and together with the **[***]** Pre-Qualified Probed Wafer Commitment, the "**Pre-Qualified Probed Wafer Commitment**").

(b) Qualified Probed Wafers. In each consecutive twelve-month period during the period commencing on the Start Date and ending at the end of the Term (each, an "**Order Year**"), but subject to the limits in this Section 2.1 and Section 3.1, **[***]** Qualified Probed Wafers spread over the applicable Order Year in accordance with Section 3.1 (the "**Qualified Probed Wafer Commitment**").

(i) **[***]**. If during any week beginning **[***]** before the expected **[***]** Initial Joint Qualification Release and ending **[***]** after the **[***]** Initial Joint Qualification Release, the quantity of NAND Flash Memory Wafers utilizing the **[***]** Process Technology Node that is started, that if completed after **[***]** Initial Joint Qualification Release would be designated as **[***]** Qualified Probed Wafers, is less than **[***]**, Micron will reallocate the actual NAND Flash Memory Wafer starts utilizing the **[***]** Process Technology Node to target **[***]** for **[***]**. The foregoing measures shall be in addition to those measures that may be required of Micron under Section 3.l (e).

(ii) **[***]**. If during any week beginning **[***]** before the expected **[***]** Initial Joint Qualification Release and ending **[***]** after the **[***]** Initial Joint Qualification Release, the quantity of NAND Flash Memory

Wafers utilizing the **[***]** Process Technology Node that is started, that if completed after **[***]** Initial Joint Qualification Release would be designated as **[***]** Qualified Probed Wafers, is less than **[***]**, Micron will reallocate the actual NAND Flash Memory Wafer starts utilizing the **[***]** Process Technology Node to target **[***]** for **[***]**. The foregoing measures shall be in addition to those measures that may be required of Micron under Section 3.l (e).

(iii) During any period in which Micron fails to satisfy its Qualified Probed Wafer Commitment, Intel's Qualified Probed Wafer Commitment shall not exceed **[***]** of the total **[***]** during such period. Any such adjustment to Intel's Qualified Probed Wafer Commitment shall not reduce Micron's Qualified Probed Wafer Commitment, however, unless waived by Intel.

(c) Run at Risk Probed Wafers.

(i) **[***]**. Micron will make available to Intel for purchase no less than **[***]** of any **[***]** at the Singapore Fab that is available for **[***]** Pre-Qualified Probed Wafers, in excess of what is needed for **[***]** Pre-Qualified Probed Wafer starts at the Singapore Fab, to manufacture **[***]** Run at Risk Probed Wafers, not to exceed **[***]** Run at Risk Probed Wafers (the "**[***] Base Run at Risk Probed Wafer Commitment**"). Intel may purchase quantities up to the **[***]** Base Run at Risk Probed Wafer Commitment. If Intel desires to purchase quantities in excess of the **[***]** Base Run at Risk Probed Wafer Commitment, Micron may, in its sole discretion, offer to supply Intel such additional quantities (the "**[***] Incremental Run at Risk Probed Wafer Commitment**"). If the **[***]** Initial Joint Qualification Release is delayed, the Qualified Probed Wafers intended to be manufactured utilizing the **[***]** Process Technology Node that were previously scheduled to be shipped during the period of such delay may, at Intel's election, be shipped as **[***]** Run at Risk Probed Wafers. Such quantity of **[***]** Run at Risk Probed Wafers is in addition to the **[***]** Base Run at Risk Probed Wafer Commitment and will be priced as if those **[***]** Run at Risk Probed Wafers were supplied under the **[***]** Incremental Run at Risk Probed Wafer Commitment. The Qualified Probed Wafer Commitment for the **[***]** period following the **[***]** Initial Joint Qualification Release will be reduced for each **[***]** Run at Risk Probed Wafer purchased by Intel.

(ii) **[***]**. Micron will make available to Intel for purchase no less than **[***]** of any **[***]** at the Singapore Fab that is available for **[***]** Pre-Qualified Probed Wafers, in excess of what is needed for **[***]** Pre-Qualified Probed Wafer starts at the Singapore Fab, to manufacture **[***]** Run at Risk Probed Wafers, not to exceed **[***]** Run at Risk Probed Wafers (the "**[***] Base Run at Risk Probed Wafer Commitment**" and, together with the **[***]** Base Run at Risk Probed Wafer Commitment, the "**Base Run at Risk Probed Wafer Commitment**"). Intel may purchase quantities of **[***]** Run at Risk Probed Wafers up to the **[***]** Base Run at Risk Probed Wafer Commitment. If Intel desires to purchase quantities of **[***]** Run at Risk Probed Wafers in excess of the **[***]** Base Run at Risk Probed Wafer Commitment, Micron may, in its sole discretion, offer to supply Intel such additional quantities (the "**[***] Incremental Run at Risk Probed Wafer Commitment**" and, together with the **[***]** Incremental Run at Risk Probed Wafer Commitment, the "**Incremental Run at Risk Probed Wafer Commitment**"). If the **[***]** Initial Joint Qualification Release is delayed, the Qualified Probed Wafers intended to be manufactured utilizing the **[***]** Process Technology Node that were previously scheduled to be shipped during the period of such delay may, at Intel's election, be shipped as **[***]** Run at Risk Probed Wafers. Such quantity of **[***]** Run at Risk Probed Wafers is in addition to the **[***]** Base Run at Risk Probed Wafer Commitment and will be priced as if those **[***]** Run at Risk Probed Wafers were supplied under the **[***]** Incremental Run at Risk Probed Wafer Commitment. The Qualified Probed Wafer Commitment for the **[***]** period following the **[***]** Initial Joint Qualification Release will be reduced for each **[***]** Run at Risk Probed Wafer purchased by Intel.

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 the **[***]** 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.

2.3 Control; Processes. Micron will, or will cause its relevant affiliates to, review with Intel any reasonable 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: **[***]**; and **[***]**; 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 of all Excursions, which will impact scheduled commitments to Intel.

2.4 Additional Customer Requirements. Intel will inform Micron in writing of any auditable supplier requirements of Intel's customers relating to the Singapore Fab. 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, Micron shall not implement a **[***]** or **[***]** with respect to the Qualified 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 at the Singapore Fab.

ARTICLE 3
FORECASTING; TAKE OR PAY

3.1 Forecasting for Probed Wafers.

(a) Demand Forecasts.

(i) **[***]** Pre-Qualified Probed Wafer Demand Forecast. On a Fiscal Monthly basis beginning on the **[***]** Design ID Ready Date, Intel will provide Micron with a written Demand Forecast, by Design ID, of its desired **[***]** Pre-Qualified Probed Wafer starts (the "**[***] Pre-Qualified Probed Wafer Demand Forecast**") in quantities sufficient to satisfy the **[***]** Pre-Qualified Probed Wafer Commitment.

(ii) **[***]** Pre-Qualified Probed Wafer Demand Forecast. On a Fiscal Monthly basis beginning on the **[***]** Design ID Ready Date, Intel will provide Micron with a written Demand Forecast, by Design ID, of its desired **[***]** Pre-Qualified Probed Wafer starts (the "**[***] Pre-Qualified Probed Wafer Demand Forecast**") in quantities sufficient to satisfy the **[***]** Pre-Qualified Probed Wafer Commitment.

(iii) **[***]** Run at Risk Wafer Demand Forecast. On a Fiscal Monthly basis beginning on a date no less than **[***]** the date that the **[***]** that **[***]** Initial Joint Qualification Release **[***]**, Intel will provide Micron with a written Demand Forecast, by Design ID, of its **[***]** Run at Risk Probed Wafer needs, if any (the "**[***] Run at Risk Probed Wafer Demand Forecast**").

(iv) **[***]** Run at Risk Wafer Demand Forecast. On a Fiscal Monthly basis beginning on a date no less than **[***]** the date that the **[***]** that the **[***]** Initial Joint Qualification Release **[***]**, Intel will provide Micron with a written Demand Forecast, by Design ID, of its **[***]** Run at Risk Probed Wafer needs, if any (the "**[***] Run at Risk Probed Wafer Demand Forecast**").

(v) Qualified Probed Wafer Demand Forecast. On a Fiscal Monthly basis beginning on a date no less than **[***]** the anticipated Start Date, Intel will provide Micron, either directly or via IMFT pursuant to the IMFT Services Agreement, with a written Demand Forecast of Qualified Probed Wafers it anticipates purchasing under this Agreement during the then-current Fiscal Quarter plus the next **[***]** (**[***]**) Fiscal Quarters (the "**Qualified Probed Wafer Demand Forecast**"). The aggregate amount of Qualified Probed Wafers in each Qualified Probed Wafer Demand Forecast (and each update thereof) will be equal to at least an amount sufficient to permit Intel to satisfy the Qualified Probed Wafer Commitment for each Order Year covered in whole or in part by the applicable Qualified Probed Wafer Demand Forecast without the need to purchase more than **[***]** Qualified Probed Wafers **[***]** during such Order Year. The Qualified Probed Wafer Demand Forecast will be **[***]** for the **[***]** and **[***]** thereafter. Intel will update the Qualified Probed Wafer Demand Forecast on a weekly or monthly basis, as needed, utilizing the demand planning process in effect between the Parties as of the Original Effective Date or as may be revised from time to time by mutual agreement of the Parties. Intel will base the Qualified Probed Wafer Demand Forecast on Singapore Fab yield forecasts provided by Micron. The Qualified Probed Wafer Demand Forecast will include desired Qualified Probed Wafer breakout by Design ID, Process Technology Node, process revision and probe test revision. In addition, the Qualified Probed Wafer Demand Forecast will include the level of Probe Testing, marking specification and packaging requirements, requested delivery date and place of delivery for the Qualified Probed Wafers, which information will be updated by Intel on a weekly basis as necessary.

(vi) Upside Requests. The **[***]** Pre-Qualified Probed Wafer Demand Forecast, **[***]** Pre-Qualified Probed Wafer Demand Forecast, **[***]** Run at Risk Probed Wafer Demand Forecast, **[***]** Run at Risk Probed Wafer

Demand Forecast and Qualified Probed Wafer Demand Forecast shall be collectively referred to herein as the "**Demand Forecast(s)**". If the quantity requested in any Demand Forecast exceeds the **[***]** Pre-Qualified Probed Wafer Commitment, **[***]** Pre-Qualified Probed Wafer Commitment, Qualified Probed Wafer Commitment or the Base Run at Risk Probed Wafer Commitment, as applicable, Micron may accept or reject any excess quantities requested in its sole discretion.

(b) Boundary Conditions and Obligations.

(i) In its Response to Forecast, Micron may only reject:

1. a Qualified Probed Wafer Demand Forecast to the extent the Qualified Probed Wafer Demand Forecast specifies for any given **[***]** wafer quantities for any specific Design ID of **[***]** than **[***]** Qualified Probed Wafers or, together with all **[***]** Run at Risk Probed Wafers Demand Forecasts and **[***]** Run at Risk Probed Wafers Demand Forecasts, **[***]** than **[***]** Qualified Probed Wafers in aggregate for all Design IDs in any given **[***]**;

2. a **[***]** Run at Risk Probed Wafer Demand Forecast or **[***]** Run at Risk Probed Wafer Demand Forecast to the extent such Demand Forecast, together with all other Qualified Probed Wafer Demand Forecasts, specifies for any **[***]** wafer quantities of **[***]** than **[***]** Run at Risk Probed Wafers in aggregate for all Design IDs;

3. a Demand Forecast to the extent it specifies Probed Wafers that are not based on a Design ID approved by the JDP Committee;

4. a Qualified Probed Wafer Demand Forecast to the extent that it specifies for any given **[***]** Qualified Probed Wafers under this Agreement than under the Amended and Restated **[***]** Supplemental Wafer Supply Agreement or the Amended and Restated Wafer Supply Agreement No. 3; or

5. a Demand Forecast to the extent that it would result in Intel receiving **[***]** than **[***]** of the Singapore Fab's **[***]** with respect to **[***]** Products, after taking into account all supply arrangements to which Intel or any of its affiliates is a party in aggregate, unless otherwise previously agreed to by the Parties.

(ii) In its Response to Forecast, Micron commits to support Intel's Demand Forecast for **[***]** Qualified Probed Wafers, **[***]** of the Singapore Fab's **[***]** with respect to **[***]** Products, after taking into account all supply arrangements to which Intel or any of its affiliates is a party in aggregate, as long as Intel's Demand Forecast complies with the boundary conditions above.

(c) Response to Demand 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, but subject to Section 3.1(b), Micron will commit to supply quantities sufficient to satisfy the **[***]** Pre-Qualified Probed Wafer Commitment, **[***]** Pre-Qualified Probed Wafer Commitment, **[***]** Base Run at Risk Probed Wafer Commitment, **[***]** Base Run at Risk Probed Wafer Commitment and Qualified Probed Wafer Commitment, as applicable. If Micron furnishes Intel with a Response to Forecast that commits to supply quantities greater than the **[***]** Pre-Qualified Probed Wafer Commitment, **[***]** Pre-Qualified Probed Wafer Commitment, **[***]** Base Run at Risk Probed Wafer Commitment, **[***]** Base Run at Risk Probed Wafer Commitment or Qualified Probed Wafer Commitment, as applicable, in an Order Year, but no greater than the applicable Demand Forecast, then the **[***]** Pre-Qualified Probed Wafer Commitment, **[***]** Pre-Qualified Probed Wafer Commitment, **[***]** Base Run at Risk Probed Wafer Commitment, **[***]** Base Run at Risk Probed Wafer Commitment and Qualified Probed Wafer Commitment, as applicable, in that Order Year shall be those greater amounts indicated in the Response to Forecast.

(d) Binding Forecast Wafers.

(i) Pre-Qualified Probed Wafers. Intel will be deemed to have committed to purchase, and Micron will be deemed to have committed to start, the Pre-Qualified Probed Wafer quantities requested by Intel in the **[***]** Pre-Qualified Probed Wafer Demand Forecast or the **[***]** Pre-Qualified Probed Wafer Demand Forecast, to the extent those quantities are consistent with the applicable Pre-Qualified Probed Wafer Commitment and not rejected pursuant to Section 3.1(b).

(ii) Run at Risk Probed Wafers. Intel will be deemed to have committed to purchase, and Micron will be deemed to have committed to supply, the Run at Risk Probed Wafer quantities requested by Intel in the **[***]** Run at Risk Probed Wafer Demand Forecast or the **[***]** Run at Risk Probed Wafer Demand Forecast, to the extent those quantities are consistent with the **[***]** Base Run at Risk Probed Wafer Commitment and the **[***]** Base Run at Risk Probed Wafer Commitment and not rejected pursuant to Section 3.1(b).

(iii) Qualified Probed Wafers. The Qualified 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, provided that Intel may change the Design ID mix within any Process Technology Node in a Demand Forecast, for Qualified Probed Wafers 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).

(iv) Binding Forecast Wafers. The Probed Wafers that are committed to be purchased, and supplied, or in the case of **[***]** Pre-Qualified Probed Wafers and **[***]** Pre-Qualified Probed Wafers, started, under Sections 3.1(d)(i), (d)(ii) or (d)(iii) above, shall be hereinafter referred to as the "**Binding Forecast Wafer(s)**."

(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 deliver timely the Binding Forecast Wafers. Micron agrees to use all commercially reasonable efforts to make up any shortfall of Binding Forecast Wafers for any given Design ID within **[***]** of the **[***]**.

(i) With respect to Qualified Probed Wafers only, to the extent that Micron does not make up any shortfall of **[***]** Binding Forecast Wafers for any given Design ID within **[***]** of the **[***]** despite using commercially reasonable efforts to do so, Micron will allocate the **[***]** Qualified Probed Wafers of the same Design ID available to Micron and Intel at the end of this **[***]** based on the relative percentage of **[***]** Qualified Probed Wafers of the same Design ID that were consumed by Micron versus delivered to Intel in the **[***]** event and the Final Price for such **[***]** Qualified Probed Wafers will be the same as other Qualified Probed Wafers of the **[***]**. For purposes of illustration only, if in the **[***]** event, Micron had consumed **[***]** of the Qualified Probed Wafers of the Design ID experiencing the shortfall and had delivered the other **[***]** to Intel in the **[***]**, then Intel would receive **[***]** of the Qualified Probed Wafers of that same Design ID available at the end of the **[***]** described above.

(ii) With respect to Qualified Probed Wafers only, to the extent that Micron does not make up any shortfall of **[***]** Binding Forecast Wafers for any given Design ID within **[***]** of the **[***]** despite using commercially reasonable efforts to do so, Micron will deliver the shortfall amount **[***]** and the Final Price for such **[***]** Binding Forecast Wafers will be equal to **[***]**. 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 Qualified 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 Singapore Fab. For clarity, Micron will supply Intel with of the same quality of Qualified Probed Wafers as sold to internal Micron divisions.

(g) **[***]** Cost Forecast. Beginning on a date no less than **[***]** to the date that the **[***]** that Initial Joint Qualification Release is expected, and between **[***]** (**[***]**) and **[***]** (**[***]**) days **[***]** the **[***]** of each **[***]**, Micron will extract from its quarterly business plan, its **[***]** Cost forecast and **[***]** forecast for the **[***]** Process Technology Node and/or the **[***]** Process Technology Node, as applicable, for the next **[***]**, and deliver that to Intel. Throughout the duration of the Term, Micron will conduct a breakdown analysis of the final **[***]** Cost for the most recent **[***]** for the **[***]** Process Technology Node and/or the **[***]** Process Technology Node, as applicable, and an estimate of such amount for the next **[***]**, and deliver such results to Intel.

3.2 Long Range Forecast. **[***]**, in coordination with IMFT's **[***]** business plan, Intel will provide Micron with a written demand forecast of Qualified Probed Wafers it anticipates purchasing for the remaining duration of the Term ("**Long Range Demand Forecast**"). Micron will provide feedback 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. Such Long Range Demand Forecast and Micron's feedback are provided for informational purposes only and not binding on either Party.

3.3 Take or Pay.

(a) Subject to Section 3.l(e), to the extent that Intel fails to purchase any Binding Forecast Wafers, Intel shall be obligated to pay Micron an amount equal to the sum of the Binding Forecast Wafers it fails to purchase multiplied by the applicable Final Price per Binding Forecast Wafer as set forth in Schedule 1.

(b) To the extent that Intel fails to forecast, subject to Section 3.1(b), a quantity of Qualified Probed Wafers sufficient to meet the Qualified Probed Wafer Commitment in any Order Year (the "**Foregone Wafer(s)**"), Intel shall be obligated to pay Micron the sum of the difference between the Qualified Probed Wafer Commitment for the Order Year less the quantity set forth in the Qualified Probed Wafer Demand Forecast for that Order Year, multiplied by the applicable Final Price per Foregone Wafer as set forth in Schedule 1.

3.4 **[***]** Reviews and Reports. Each **[***]** during the Term, Micron shall provide Intel with a **[***]** report and meet with Intel to discuss **[***]** and the most recent **[***]** report. The **[***]** report will include **[***]** to the **[***]** to the **[***]**, and summarize any **[***]** in the **[***]**, including but not limited to **[***]**, and other indicators that may **[***]**. At such meetings, the Parties shall define **[***]** and **[***]**. At Intel's expense and discretion, but in no circumstance more than **[***]**, Intel may elect a qualified third party accountancy firm to examine actual transactions under this Agreement and compliance to its requirements for the period that includes the current and immediately preceding **[***]**. Prior to attestation engagement planning by the accounting firm, the Parties will mutually agree on scope of work and timing contained within the engagement letter between the accounting firm and Intel. Micron agrees to take all reasonable steps necessary to make all relevant records available to the accounting firm's examiners conducting the review. Intel agrees to use all reasonable efforts to coordinate and minimize impact to Micron for reasonable access, during normal business hours, without interruption to the Singapore 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 **[***]**, of the Singapore Fab to the extent necessary or appropriate in the reasonable discretion of the independent accounting firm 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 Singapore Fab under this Agreement.

ARTICLE 4
PURCHASE ORDERS; INVOICING AND PAYMENT

4.1 Placement of Purchase Orders.

(a) Pre-Qualified Probed Wafers and Run at Risk Probed Wafers. Prior to the commencement of every Fiscal Month, Intel shall place a non-cancelable blanket purchase order in writing (via e-mail or facsimile transmission) for Pre-Qualified Probed Wafers to be started and/or shipped, as applicable, and Base Run at Risk Probed Wafers and Incremental Run at Risk Probed Wafers to be shipped by Micron for the upcoming period through the applicable Initial Joint Qualification Release during the Term (each such order, a "**Purchase Order**"), which Purchase Order shall request a quantity of Pre-Qualified Probed Wafers and Base Run at Risk Probed Wafers and Incremental Run at Risk Probed Wafers that equals the quantity set forth in the current Response to Forecast for such period.

(b) Qualified Probed Wafers. 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 Qualified Probed Wafers to be shipped by Micron for the upcoming Fiscal Quarter during the Term (each such order, a "**Purchase Order**"), which Purchase Order shall request a quantity of Qualified Probed Wafers that equals the quantity set forth in the current Response to Forecast for such period.

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 Probed Wafers for each different Design ID, and in the case of Pre-Qualified Probed Wafers shipped after **[***]**, Base Run at Risk Probed Wafers and Incremental Run at Risk Probed Wafers, and Qualified Probed Wafers, the forecasted quantity of **[***]**; (d) the Estimated Price

and total Estimated Price for each different Design ID, and total Estimated Price for all Probed Wafers ordered; and (e) other terms (if any) that are mutually agreed in writing by the Parties.

4.3 Acceptance of Purchase Order. If the quantities of Probed Wafers 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 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, Reconciliation & Payment.

(a) Pre-Qualified Probed Wafers. With respect to Pre-Qualified Probed Wafers of a particular Design ID, MSA will invoice Intel as follows:

(i) With respect to Pre-Qualified Probed Wafers for such Design ID, MSA will invoice Intel (i) a **[***]** invoice at time of shipment **[***]** and (ii) within **[***]** (**[***]**) Business Days following the end of each Fiscal Month for the **[***]** for such Design ID in the Fiscal Month immediately prior to the Fiscal Month in which such invoice is to be delivered.

(ii) With respect to the first **[***]** Pre-Qualified Probed Wafers, MSA will invoice Intel a **[***]** invoice at time of shipment **[***]** and will not provide a **[***]** due to the **[***]** referenced in the **[***]** Letter Agreement. With respect to **[***]** Pre-Qualified Probed Wafers in excess of **[***]**, if any, MSA will invoice Intel (i) a **[***]** invoice at time of shipment **[***]** and (ii) within **[***]** (**[***]**) Business Days following the end of each Fiscal Month for the **[***]** for such Design ID in the Fiscal Month immediately prior to the Fiscal Month in which such invoice is to be delivered.

(b) Base Run at Risk Probed Wafers. With respect to Base Run at Risk Probed Wafers of a particular Design ID, MSA will invoice Intel as follows:

(i) With respect to each shipment of Base Run at Risk Probed Wafers of a particular Design ID, MSA will invoice Intel the Estimated Price for such Base Run at Risk Probed Wafers.

(ii) Within **[***]** (**[***]**) days of the **[***]** Initial Joint Qualification Release, Micron will calculate the Final Price for the **[***]** Base Run at Risk Probed Wafers supplied pursuant to the **[***]** Base Run at Risk Probed Wafer Commitment. If the Final Price exceeds the amounts invoiced by Micron (and paid by Intel) previously for the **[***]** Base Run at Risk Probed Wafers supplied pursuant to the **[***]** Base Run at Risk Probed Wafer Commitment, then MSA will issue Intel an invoice within **[***]** (**[***]**) days for the difference between such amounts. If the Final Price is less than the amounts invoiced by Micron (and paid by Intel) previously for the **[***]** Base Run at Risk Probed Wafers supplied pursuant to the **[***]** Base Run at Risk Probed Wafer Commitment, then MSA will issue Intel a credit memorandum within **[***]** (**[***]**) days for the difference between such amounts.

(iii) Within **[***]** (**[***]**) days of the **[***]** Initial Joint Qualification Release, Micron will calculate the Final Price for the **[***]**Base Run at Risk Probed Wafers supplied pursuant to the **[***]**Base Run at Risk Probed Wafer Commitment. If the Final Price exceeds the amounts invoiced by Micron (and paid by Intel) previously for the **[***]**Base Run at Risk Probed Wafers supplied pursuant to the **[***]**Base Run at Risk Probed Wafer Commitment, then MSA will issue Intel an invoice within **[***]** (**[***]**) days for the difference between such amounts. If the Final Price is less than the amounts invoiced by Micron (and paid by Intel) previously for the **[***]**Base Run at Risk Probed Wafers supplied pursuant to the **[***]**Base Run at Risk Probed Wafer Commitment, then MSA will issue Intel a credit memorandum within **[***]** (**[***]**) days for the difference between such amounts.

(c) Qualified Probed Wafers and Incremental Run at Risk Probed Wafers. With respect to Qualified Probed Wafers and Incremental Run at Risk Probed Wafers of a particular Design ID, MSA will invoice Intel as follows:

(i) With respect to each shipment of Qualified Probed Wafers and Incremental Run at Risk Probed Wafers of a particular Design ID shipped, MSA will invoice Intel the Estimated Price for such wafers.

(ii) Within **[***]** business days of each Fiscal Month following a Fiscal Month in which an invoice is delivered pursuant to Section 4.5(c)(i), Micron will calculate the Final Price for the Qualified Probed Wafers and Incremental Run at Risk Probed Wafers shipped in the immediately preceding Fiscal Month. If the Final Price exceeds the Estimated Price invoiced by Micron previously in the immediately preceding Fiscal Month for the same Qualified Probed Wafers and Incremental Run at Risk Probed Wafers, then Micron will issue Intel an invoice within **[***]** (**[***]**) days for the difference between such amounts. If the Final Price is less than the Estimated Price invoiced by Micron previously in the immediately preceding Fiscal Month for the same Qualified Probed Wafers and Incremental Run at Risk Probed Wafers, then Micron will issue Intel a credit memorandum within **[***]** (**[***]**) days for the difference between such amounts.

(d) Payment. 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.

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 INCOTERMS 2010.

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 Qualified Probed Wafers will conform to all agreed Specifications;

(b) the Qualified 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 **[***]** (**[***]**) months 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 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 Final 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 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, THE PRE-QUALIFIED PROBED WAFERS AND RUN AT RISK PROBED WAFERS ARE SOLD "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. FURTHERMORE, 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

7.1 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 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 January 31, 2014 and continues in effect until the third (3rd) anniversary of the Start Date, unless terminated sooner pursuant to Section 10.2 (such period of time, the "**Term**").

10.2 Termination. This Agreement may be terminated by 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 nonbreaching 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.

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 3.3, 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.
8000 S. Federal Way Boise, Idaho 83716
Attention: General Counsel
Facsimile Number: (208) 363-1309

In the case of Intel:

Intel Corporation
2200 Mission College Blvd.
Mail-Stop SC4-203
Santa Clara, California 95054
Attention: General Counsel
Facsimile Number: (408) 765-6016

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 (a) **[***]** and (b) arising out of **[***]**. 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 date first set forth above.

INTEL CORPORATION

By: */s/ Brian Krzanich*
Name: Brian Krzanich
Title: Chief Executive Officer

MICRON SEMICONDUCTOR ASIA PTE. LTD.

By: */s/ Wayne Allan*
Name: Wayne Allan
Title: Managing Director

MICRON TECHNOLOGY, INC.

By: */s/ D. Mark Durcan*
Name: D. Mark Durcan
Title: Chief Executive Officer

THIS IS THE SIGNATURE PAGE FOR THE SECOND AMENDED AND RESTATED **[***]** SUPPLY AGREEMENT ENTERED INTO BY AND AMONG INTEL CORPORATION, MICRON SEMICONDUCTOR ASIA PTE. LTD. AND MICRON TECHNOLOGY, INC.

EXHIBIT A
DEFINITIONS

"[***] Base Run at Risk Probed Wafer Commitment" has the meaning set forth in Section 2.1(c).

"**[***] Design ID Ready Date**" means the date that the **[***]** that the first Design ID utilizing a **[***]** Process Technology Node is ready to commence manufacture at the Singapore Fab.

"**[***] Incremental Run at Risk Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(c).

"**[***] Initial Joint Qualification Release**" means the date of the Joint Qualification Release for the first Design ID to be run on the **[***]** Process Technology Node in the Singapore Fab **[***]**.

"**[***] Letter Agreement**" shall have the meaning set forth in the recitals to this Agreement.

"**[***] Pre-Qualified Probed Wafer**" means a Probed Wafer with a unique Design ID utilizing a **[***]** Process Technology Node that is requested to be manufactured by JDP Committee at the Singapore Fab.

"**[***] Pre-Qualified Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(a)(i).

"**[***] Pre-Qualified Probed Wafer Demand Forecast**" shall have the meaning set forth in Section 3.1(a)(i).

"**[***] Run at Risk Probed Wafer**" means a Probed Wafer to be manufactured utilizing the **[***]** Process Technology Node that is requested to be started by Intel (but not requested to be started by the JDP Committee), and is started at the Singapore Fab before the **[***]** Initial Joint Qualification Release.

"**[***] Run at Risk Probed Wafer Demand Forecast**" shall have the meaning set forth in Section 3.1(a)(iii).

"**[***] Base Run at Risk Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(c).

"**[***] Design ID Ready Date**" means the date that the **[***]** that the first Design ID with respect to **[***]** Process Technology Node is ready to commence manufacture at the Singapore Fab.

"**[***] Incremental Run at Risk Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(c).

"**[***] Initial Joint Qualification Release**" means the date of the Joint Qualification Release for the first Design ID to be run on the **[***]** Process Technology Node in the Singapore Fab.

"**[***] Letter Agreement**" shall have the meaning set forth in the recitals to this Agreement.

"**[***] Pre-Qualified Probed Wafer**" means a Probed Wafer with a unique Design ID utilizing a **[***]** Process Technology Node that is requested to be manufactured by the JDP Committee at the Singapore Fab.

"**[***] Pre-Qualified Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(a)(ii).

"**[***] Pre-Qualified Probed Wafer Demand Forecast**" shall have the meaning set forth in Section 3.1(a)(ii).

"**[***] Products**" means Pre-Qualified Probed Wafers, Run at Risk Probed Wafers or Qualified Probed Wafers manufactured on the **[***]** Process Technology Node.

"**[***] Run at Risk Probed Wafer**" means a Probed Wafer to be manufactured utilizing the **[***]** Process Technology Node that is requested to be started by Intel (but not requested to be started by the JDP Committee), and is started at the Singapore Fab before the **[***]** Initial Joint Qualification Release.

"**[***] Run at Risk Probed Wafer Demand Forecast**" shall have the meaning set forth in Section 3.1(a)(iv).

"**Accounting Ship Release**" means the Fiscal Month in which Micron changes the classification of product costs associated with a respective Design ID. Such determination is evaluated on a Fiscal Monthly basis as part of Micron's accounting policy to determine whether product costs are classified as pre-qualification research and development, or costs of goods sold. This evaluation is based on Micron's business unit assessment of the reliability and performance of the product compared to the JDP shipment release specifications. The specific date may be earlier than the JDP shipment release date.

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

"**Amended and Restated [***] Supplemental Wafer Supply Agreement**" means the Amended and Restated **[***]** Supplemental Wafer Supply Agreement, entered into as of February 10, 2017, by and among Intel, MSA and MTI.

"**Amended and Restated Wafer Supply Agreement No. 3**" means the Amended and Restated Wafer Supply Agreement No. 3, entered into as of February 10, 2017, by and among Intel, MSA and MTI.

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

"**Base Run at Risk Probed Wafers"** means either a **[***]** Run at Risk Probed Wafer or a **[***]** Run at Risk Probed Wafer, that does not exceed the applicable **[***]** Base Run at Risk Probed Wafer Commitment or **[***]** Base Run at Risk Probed Wafer Commitment, as applicable.

"**Base Run at Risk Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(c).

"**Binding Forecast Wafers**" shall have the meaning set forth in Section 3.l (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 a **[***]** that affects **[***]**, including **[***]**.

"**[***]**" means a **[***]** that **[***]**, or **[***]**.

"**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 April 6, 2012, as amended.

"**Demand Forecast**" shall have the meaning set forth in Section 3.l (a)(vi).

"**Design ID**" means a design ID approved by the JDP Committee for manufacture on the **[***]** Process Technology Node or the **[***]** Process Technology Node.

"**Estimated Price**" is equal to Micron's estimate of the Final Price with respect to the applicable Probed Wafer.

"**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 Qualified Probed Wafers.

"**Final Price**" means the consideration to be paid by Intel to Micron for Pre-Qualified Probed Wafers, Run at Risk Probed Wafers, Qualified Probed Wafers and Foregone Wafers as calculated pursuant to Schedule 1.

"**First Amended and Restated [***] Supply Agreement**" shall have the meaning set forth in the preamble to 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, 1/0 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 3.3(b).

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

"**[***]**" means the **[***]** on a **[***]** and are determined to be **[***]** which at a **[***]** are shown by the **[***]** to meet the **[***]** with some **[***]** and **[***]**, and to have an **[***]**.

"**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 by and 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) by and among IMFT, Intel and MTI, dated as of April 6, 2012.

"**Incremental Run at Risk Probed Wafers"** means either a **[***]** Run at Risk Probed Wafer in excess of the **[***]** Base Run at Risk Probed Wafer Commitment or a **[***]** Run at Risk Probed Wafer in excess of the **[***]** Base Run at Risk Probed Wafer Commitment, as applicable.

"**Incremental Run at Risk Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(c).

"**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.

"**Initial Joint Qualification Release**" means the **[***]** Initial Joint Qualification Release or the **[***]** Initial Joint Qualification Release, as applicable.

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

"**JDP Committee**" means the JDP Committee as defined in that certain Amended and Restated Joint Development Program Agreement, between MTI and Intel, dated as of April 6, 2012, as amended.

"**Joint Qualification Release**" means, (a) with respect to Probed Wafers utilizing a **[***]** Process Technology Node, the date that a unique Design ID is deemed by the JDP Committee to meet the specifications delineated in the **[***]** set forth in

the **[***]** for that Design ID and (b) with respect to Probed Wafers utilizing a **[***]** Process Technology Node, the date that a unique Design ID is deemed by the JDP Committee to meet the specifications with respect to that particular Design ID.

"**Long Range Demand Forecast**" shall have the meaning set forth in Section 3.2.

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

"**[***] Binding Forecast Wafers**" means a Binding Forecast Wafers having a **[***]**.

"**[***]**" means an **[***]** percent (**[***]**%), **[***]**. 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.

"**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 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.

"**[***] Binding Forecast Wafers**" means Binding Forecast Wafers **[***]**.

"**[***] Qualified Probed Wafers**" means Qualified Probed Wafers **[***]**.

"**Order Year**" shall have the meaning set forth in Section 2.1(b).

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

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

"**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.

"**Pre-Qualified Probed Wafer**" means either a **[***]** Pre-Qualified Probed Wafer or a **[***]** Pre-Qualified Probed Wafer, as applicable.

"**Pre-Qualified Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(a)(ii).

"**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 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, using either the **[***]** or **[***]** Process Technology Node, has been processed to the point of containing NAND Flash Memory Integrated Circuits 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.

"**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(a) or Section 4.1(b), as applicable.

"**Qualified Probed Wafer**" means a Probed Wafer with a unique Design ID that is completed at the Singapore Fab after the applicable Initial Joint Qualification Release, but which is not a Pre-Qualified Probed Wafer or a Run at Risk Probed Wafer.

"**Qualified Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(b).

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

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

"**Response to Forecast**" shall have the meaning set forth in Section 3.l(c).

"**Run at Risk Probed Wafer**" means either a **[***]** Run at Risk Probed Wafer or a **[***]** Run at Risk Probed Wafer, as applicable.

"**Singapore Fab**" means the wafer fabrication plants located in Singapore that are now or hereafter owned by Micron.

"**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 JDP Committee.

"**Start Date**" means the date of the **[***]** Initial Joint Qualification Release.

"**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.

"**[***] Cost**" means the calculation referenced on Schedule 2.

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

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

CONFIDENTIAL

SCHEDULE 1

PRICE

"**Final Price**" means the following

(a) With respect to Base Run at Risk Probed Wafers of **[***]**, Final Price equals: (i) the total of **[***]** Costs **[***]** for **[***]**; (ii) plus **[***]** the amount **[***]**; and (iii) which such **[***]** is then **[***]**.

(b) With respect to Qualified Probed Wafers and Incremental Run at Risk Probed Wafers of **[***]**, Final Price equals: (i) the total of **[***]** Costs **[***]** for **[***]**; (ii) plus **[***]** the amount **[***]**; and (iii) which such **[***]** is then **[***]**.

(c) With respect to Pre-Qualified Probed Wafers, Final Price equals the **[***]** as contemplated in Section 4.5(a).

(d) With respect to each Foregone Wafer, Final Price equals: (i) the total **[***]** Costs **[***]** in which such Foregone Wafer **[***]**; (ii) plus **[***]** the amount **[***]**; and (iii) which such **[***]** is then **[***]**. Foregone Wafers will be deemed to exist (and will be invoiced) **[***]**, subject to Section 3.1 (b), **[***]**.

CONFIDENTIAL

SCHEDULE 2

COST

"**[***] Cost**" means all of the following to the extent attributable to Micron's **[***]** of the Probed Wafers in accordance with this Agreement in a **[***]**. **[***]** Cost will **[***]**, but will **[***]**.

Separate from any determination of "**[***]** Costs", **[***]** will be reported **[***]**. Micron will **[***]** in the applicable **[***]**, such excluding any **[***]** within the applicable **[***]**. Micron will **[***]** under Section 4.5. For clarity, the **[***]**.

Example:

[***]

[***] Cost will **[***]** to the extent that the **[***]** Probed Wafers **[***]** at the Singapore Fab **[***]** of the **[***]** such Probed Wafers.

EXHIBIT 10.50

[***] DENOTES CONFIDENTIAL MATERIALS OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT

CONFIDENTIAL

AMENDED AND RESTATED [***] SUPPLEMENTAL WAFER SUPPLY AGREEMENT

This AMENDED AND RESTATED **[***]** SUPPLEMENTAL WAFER SUPPLY AGREEMENT (this "**Agreement**") is entered into as of this 10th day of February, 2017 but made effective as of September 1, 2015 (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")**. This Agreement amends and restates, in its entirety, the [***] SUPPLEMENTAL WAFER SUPPLY AGREEMENT dated as of September 1, 2015. Each of Intel, MSA and MTI may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Micron and Intel are parties to the Second Amended and Restated **[***]** Supply Agreement, entered into as of February 10, 2017 but made effective as of January 31, 2014 (the "**[***] Supply Agreement**"), pursuant to which, but subject to conditions set forth therein, Micron has agreed to produce, and Intel has agreed to purchase from Micron, Probed Wafers manufactured utilizing the **[***]** and **[***]** Process Technology Nodes.

B. In addition to the Probed Wafers contemplated by the **[***]** Supply Agreement, MSA desires to manufacture additional Qualified Probed Wafers utilizing the **[***]** and **[***]** Process Technology Nodes at its Singapore manufacturing facilities and to supply such Qualified Probed Wafers to Intel, in accordance with the terms and subject to the conditions set forth in this Agreement.

C. Under the **[***]** Letter Agreement dated as of September 1, 2015, by and among Intel, MSA and MTI (the "**[***] Letter Agreement**"), the Parties desire that a certain payment from Intel to Micron be made to address all startup costs associated with the manufacture of **[***]** Products at the Singapore Fab.

D. Intel desires to purchase and Micron desires to supply Qualified Probed Wafers, in accordance with the terms and subject to the conditions set forth in this Agreement.

E. Under the Amended and Restated Deposit Agreement entered into as of February 10, 2017, by and among Intel and MTI (the "**Deposit Agreement**"), Intel agreed to make with Micron a refundable deposit against Intel's payment obligations in accordance with Section 2.3 of the Deposit 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.

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 calendar quarter, calendar month or calendar year, respectively.

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, Micron will supply to Intel, and Intel will purchase from Micron:

(a) during the Ramp Period, the number of Qualified Probed Wafers set forth in the Ramp Schedule (the "**Ramp Period Qualified Probed Wafer Commitment**"); and

(b) in the two consecutive 12-month periods thereafter (each of such two one-year periods an "**Order Year**"), but subject to the limits in Section 3.1, **[***]** Qualified Probed Wafers spread over each such 12-month period in accordance with Section 3.1 (the "**Order Year Qualified Probed Wafer Commitment**" and, together with the Ramp Period Qualified Probed Wafer Commitment, the "**Qualified Probed Wafer Commitment**").

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

2.3 Control; Processes. Micron will, or will cause the relevant Subsidiary of Micron to, review with Intel any reasonable control and process mechanisms applicable to the manufacture of all Qualified 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 Qualified Probed Wafers. The Parties agree to work together in good faith to define mutually agreeable control and process mechanisms including the following: **[***]**; and **[***]**; 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 of all Excursions, which may impact scheduled commitments to Intel.

2.4 Additional Customer Requirements. Intel will inform Micron in writing of any auditable supplier requirements of Intel's customers relating to the Singapore Fab. 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, Micron shall not implement a **[***]** or **[***]** with respect to the Qualified 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 Qualified Probed Wafers at the Singapore Fab.

ARTICLE 3
FORECASTING; TAKE OR PAY

3.1 Forecasting for Qualified Probed Wafers.

(a) Qualified Probed Wafer Demand Forecast. On a Fiscal Monthly basis beginning on a date no less than **[***]** the **[***]** day of the Ramp Period, Intel will provide Micron, either directly or via IMFT pursuant to the IMFT Services Agreement, with a written demand forecast of Qualified Probed Wafers it anticipates purchasing under this Agreement during the then-current Fiscal Quarter plus the next **[***]** (**[***]**) Fiscal Quarters (the "**Qualified Probed Wafer Demand Forecast**"). The aggregate amount of Qualified Probed Wafers in each Qualified Probed Wafer Demand Forecast (and each update thereof) will (i) be equal to at least an amount sufficient to permit Intel to satisfy the Qualified Probed Wafer

Commitment within the Ramp Period **[***]** during any part of the Ramp Period covered in whole or in part by the applicable Qualified Probed Wafer Demand Forecast, (ii) be equal to at least an amount sufficient to permit Intel to satisfy the Qualified Probed Wafer Commitment for each Order Year covered in whole or in part by the applicable Qualified Probed Wafer Demand Forecast without the need to purchase more than **[***]** Qualified Probed Wafers **[***]** during such Order Year. The Qualified Probed Wafer Demand Forecast will be **[***]** for the **[***]** and **[***]** thereafter. Intel will update the Qualified Probed Wafer Demand Forecast on a weekly or monthly basis, as needed, utilizing the demand planning process in effect between the Parties as of the Effective Date or as may be revised from time to time by mutual agreement of the Parties. Intel will base the Qualified Probed Wafer Demand Forecast on Singapore Fab yield forecasts provided by Micron. The Qualified Probed Wafer Demand Forecast will include desired Qualified Probed Wafer breakout by Design ID, Process Technology Node, process revision and probe test revision. In addition, the Qualified Probed Wafer Demand Forecast will include the level of Probe Testing, marking specification and packaging requirements, requested delivery date and place of delivery for the Qualified Probed Wafers, which information will be updated by Intel on a weekly basis as necessary.

(b) Boundary Conditions and Obligations

(i) In its Response to Forecast, Micron may only reject:

(1) a Qualified Probed Wafer Demand Forecast to the extent the Qualified Probed Wafer Demand Forecast specifies for any given **[***]** wafer quantities for any specific Design ID of **[***]** than **[***]** Qualified Probed Wafers;

(2) a Qualified Probed Wafer Demand Forecast to the extent the Qualified Probed Wafer Demand Forecast specifies **[***]** than **[***]** Qualified Probed Wafers in any **[***]** in aggregate for all Design IDs or **[***]** than **[***]** Qualified Probed Wafers in any **[***]** during the first **[***]** Fiscal Months of the Ramp Period;

(3) a Qualified Probed Wafer Demand Forecast to the extent that it specifies Qualified Probed Wafers that are not based on a Design ID approved by the JDP Committee;

(4) a Qualified Probed Wafer Demand Forecast to the extent that it specifies for any given **[***]** Qualified Probed Wafers under this Agreement than under the **[***]** Supply Agreement or the Amended and Restated Wafer Supply Agreement No. 3; and

(5) a Qualified Probed Wafer Demand Forecast to the extent that it would result in Intel receiving **[***]** than **[***]** of the Singapore Fab's **[***]** with respect to **[***]** Products, after taking into account all supply arrangements to which Intel or any of its affiliates is a party in aggregate, unless otherwise previously agreed to by the Parties.

(ii) In its Response to Forecast, Micron commits to support Intel's Qualified Probed Wafer Demand Forecast for **[***]** Qualified Probed Wafers **[***]** of the Singapore Fab's **[***]** with respect to **[***]** Products, after taking into account all supply arrangements to which Intel or any of its affiliates is a party in aggregate, as long as Intel's Qualified Probed Wafer Demand Forecast complies with the boundary conditions above.

(c) Response to Demand 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 Qualified Probed Wafer Demand Forecast, Micron shall furnish Intel with a written response indicating what portion of the Qualified Probed Wafer Demand Forecast that Micron will commit to supply (the "**Response to Forecast**"). In each Response to Forecast, but subject to Section 3.1(b)(i), Micron will commit to supply quantities sufficient to satisfy the Qualified Probed Wafer Commitment. If Micron furnishes Intel with a Response to Forecast that commits to supply quantities greater than the Qualified Probed Wafer Commitment in the Ramp Period or an Order Year, but no greater than the applicable Demand Forecast, then the Qualified Probed Wafer Commitment in the Ramp Period or that Order Year shall be deemed to be the greater amounts indicated in the Response to Forecast.

(d) Binding Forecast Wafers. The Qualified Probed Wafers scheduled for sale to Intel under this Agreement within the first **[***]** of each Qualified Probed Wafer 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 Qualified Probed Wafer 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 deliver timely the Binding Forecast Wafers. Micron agrees to use all commercially reasonable efforts to make up any shortfall of Binding Forecast Wafers for any given Design ID within **[***]** of the **[***]**.

To the extent that Micron does not make up any shortfall of Binding Forecast Wafers for any given Design ID within **[***]** of the **[***]** despite using commercially reasonable efforts to do so, Micron will deliver the shortfall amount **[***]** and the Final Price for such Binding Forecast Wafers will be equal to the **[***]**. Any extraordinary costs or fees incurred by Micron to hold excess inventory or make up any shortfall will be at Micron's expense.

(f) Yield. Micron will make commercially reasonable efforts to deliver Qualified 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 Singapore Fab. For clarity, Micron will supply Intel with of the same quality of Qualified Probed Wafers as sold to internal Micron divisions.

(g) **[***]** Cost Forecast. Beginning on a date no less than **[***]** to the **[***]**, and between **[***]** (**[***]**) and **[***]** (**[***]**) days **[***]** the **[***]** of each **[***]**, Micron will extract from its quarterly business plan, its **[***]** Cost forecast and **[***]** forecast for the **[***]** Process Technology Node and/or the **[***]** Process Technology Node, as applicable, for the next **[***]**, and deliver that to Intel. Throughout the duration of the Term, Micron will conduct a breakdown analysis of the final **[***]** Cost for the most recent **[***]** for the **[***]** Process Technology Node and/or the **[***]** Process Technology Node, as applicable, and an estimate of such amount for the next **[***]**, and deliver such results to Intel.

3.2 Long Range Forecast. **[***]**, in coordination with IMFT's **[***]** business plan, Intel will provide Micron with a written demand forecast of Qualified Probed Wafers it anticipates purchasing for the remaining duration of the Term ("**Long Range Demand Forecast**"). Micron will provide feedback 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. Such Long Range Demand Forecast and Micron's feedback are provided for informational purposes only and not binding on either Party.

3.3 Take or Pay.

(a) Subject to Section 3.l(e), to the extent that Intel fails to purchase any Binding Forecast Wafers, Intel shall be obligated to pay Micron an amount equal to the sum of the Binding Forecast Wafers it fails to purchase multiplied by the applicable Final Price per Binding Forecast Wafer as set forth in Schedule 1.

(b) To the extent that Intel fails to forecast, subject to Section 3.1(b), a quantity of Qualified Probed Wafers sufficient to meet the Qualified Probed Wafer Commitment in the Ramp Period or any Order Year (the "**Foregone Wafer(s)**"), Intel shall be obligated to pay Micron the sum of the difference between the Qualified Probed Wafer Commitment for the Ramp Period or Order Year less the quantity set forth in the Qualified Probed Wafer Demand Forecast for the Ramp Period or that Order Year, multiplied by the applicable Final Price per Foregone Wafer as set forth in Schedule 1.

3.4 [***] Reviews and Reports. Each **[***]** during the Term, Micron shall provide Intel with a **[***]** report and meet with Intel to discuss **[***]** and the most recent **[***]** report. The **[***]** report will include **[***]** to the **[***]** to the **[***]**, and summarize any **[***]** in the **[***]**, including but not limited to **[***]**, and other indicators that may **[***]**. At such meetings the Parties shall define **[***]** and **[***]**. At Intel's expense and discretion, but in no circumstance more than **[***]**, Intel may elect a qualified third party accountancy firm to examine actual transactions under this Agreement and compliance to its requirements for the period that includes the current and immediately preceding **[***]**. Prior to attestation engagement planning by the accounting firm, the Parties will mutually agree on scope of work and timing contained within the engagement letter between the accounting firm and Intel. Micron agrees to take all reasonable steps necessary to make all relevant records available to the accounting firm's examiners conducting the review. Intel agrees to use all reasonable efforts to coordinate and minimize impact to Micron for reasonable access, during normal business hours, without interruption to the Singapore 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 **[***]**, of the Singapore Fab to the extent necessary or appropriate in the reasonable discretion of the independent accounting firm 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 Singapore Fab under this Agreement.

ARTICLE 4
PURCHASE ORDERS; INVOICING AND PAYMENT

4.1 Placement of Purchase Orders. Prior to the commencement of every Fiscal Quarter during the Term, Intel shall place a non-cancelable blanket purchase order in writing (via e-mail or facsimile transmission) for Qualified Probed Wafers to be shipped by Micron for the upcoming Fiscal Quarter during the Term (each such order, a "**Purchase Order**"), which each such Purchase Order shall request a quantity of Qualified Probed Wafers that equals the quantity set forth in the current Response to Forecast for such period.

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 Qualified Probed Wafer; (c) forecasted quantity of Probed Wafers for each different Design ID; (d) the Estimated Price and total Estimated Price for each different Design ID, and total Estimated Price for all Qualified Probed Wafers ordered; and (e) other terms (if any) that are mutually agreed in writing by the Parties.

4.3 Acceptance of Purchase Order. If the quantities of Probed Wafers 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 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) imposed directly on or solely as a result of the sale, transfer or delivery of Qualified 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 Qualified 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 and Reconciliation.

(a) Qualified Probed Wafers. With respect to Qualified Probed Wafers of a particular Design ID, MSA will invoice Intel as follows:

(i) With respect to each shipment of Qualified Probed Wafers of a particular Design ID shipped, MSA will invoice Intel the Estimated Price for such Qualified Probed Wafers.

(ii) Within **[***]** business days of each Fiscal Month following a Fiscal Month in which an invoice is delivered pursuant to Section 4.5(a)(i), Micron will calculate the Final Price for the Qualified Probed Wafers shipped in the immediately preceding Fiscal Month. If the Final Price exceeds the Estimated Price invoiced by Micron previously in the immediately preceding Fiscal Month for the same Qualified Probed Wafers, then Micron will issue Intel an invoice within **[***]** (**[***]**) days for the difference between such amounts. If the Final Price is less than the Estimated Price invoiced by Micron previously in the immediately preceding Fiscal Month for the same Qualified Probed Wafers, then Micron will issue Intel a credit memorandum within **[***]** (**[***]**) days for the difference between such amounts.

(b) Payment. 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.

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 Qualified Probed Wafers that are exported from the country of manufacturing using the term **[***]** and for Qualified Probed Wafers that are not exported from the country of manufacturing using the term **[***]**, in each case pursuant to INCOTERMS 2010.

5.2 Packaging. All packaging of the Qualified 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 Qualified 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 Qualified 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 Qualified Probed Wafers and with applicable customs documentation for Qualified 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 Qualified Probed Wafers furnished hereunder, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the Qualified Probed Wafers:

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

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

(c) Micron has the necessary right, title, and interest to provide the Qualified Probed Wafers to Intel and the Qualified 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 Qualified Probed Wafer at issue or **[***]** (**[***]**) months from the date of the delivery of the Qualified Probed Wafers at issue to Intel (the "**Warranty Notice Period**"), Intel shall notify Micron if it believes that any Qualified Probed Wafer does not meet the warranty set forth in Section 6.1. Intel shall return such Qualified Probed Wafers to Micron as directed by Micron. If a Qualified Probed Wafer is determined not to be in compliance with such warranty, then Intel shall be entitled to return such Qualified 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 Qualified Probed Wafer. Such credit or refund shall in no event exceed on a per-unit basis the Final Price paid for the Qualified Probed Wafer under this Agreement, and shall not include any transfer taxes paid in respect of the Qualified Probed Wafer. The basis for such refund or credit shall be the Final Price on a per-unit basis in the month in which the returned Qualified Probed Wafer was invoiced to Intel. 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 Qualified 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 Qualified 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 Qualified Probed Wafers to Intel.

6.4 Disclaimer. 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 QUALIFIED 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 QUALIFIED 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

7.1 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 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 September 1, 2015 and continues in effect until the third (3rd) anniversary of the Start Date unless terminated by the Parties (such period of time, the "**Term**").

10.2 Termination. This Agreement may be terminated by 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 nonbreaching 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.

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 3.3 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.
8000 S. Federal Way Boise, Idaho 83716
Attention: General Counsel
Facsimile Number: (208) 363-1309

In the case of Intel:

Intel Corporation
2200 Mission College Blvd.
Mail-Stop SC4-203
Santa Clara, California 95054
Attention: General Counsel
Facsimile Number: (408) 765-6016

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 (a) **[***]** and (b) arising out of **[***]**. 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 date first set forth above.

INTEL CORPORATION

By: */s/ Brian Krzanich*
Name: Brian Krzanich
Title: Chief Executive Officer

MICRON SEMICONDUCTOR ASIA PTE. LTD.

By: */s/ Wayne Allan*
Name: Wayne Allan
Title: Managing Director

MICRON TECHNOLOGY, INC.

By: */s/ D. Mark Durcan*
Name: D. Mark Durcan
Title: Chief Executive Officer

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

EXHIBIT A DEFINITIONS

"**[***] Supply Agreement**" shall have the meaning set forth in the recitals to this Agreement.

"**[***] Initial Joint Qualification Release**" means the date of the Joint Qualification Release for the first Design ID to be run on the **[***]** Process Technology Node in the Singapore Fab.

"**[***] Initial Joint Qualification Release**" means the date of the Joint Qualification Release for the first Design ID to be run on the **[***]** Process Technology Node in the Singapore Fab.

"**[***] Letter Agreement**" shall have the meaning set forth in the recitals to this Agreement.

"**[***] Products**" means Qualified Probed Wafers manufactured on the **[***]** Process Technology Node.

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

"**Amended and Restated Wafer Supply Agreement No. 3**" means the Amended and Restated Wafer Supply Agreement No. 3, entered into as of February 10, 2017, by and among Intel, MSA and MTI.

"**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.l(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 a **[***]** that affects **[***]**, including **[***]**.

"**[***]**" means a **[***]** that **[***]**, or **[***]**.

"**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 April 6, 2012, as amended.

"**Design ID**" means a design ID approved by the Parties for manufacture on the **[***]** or **[***]** Process Technology Node.

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

"**Estimated Price**" means an amount equal to Micron's estimate of the Final Price with respect to the applicable Qualified Probed Wafers.

"**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 Qualified Probed Wafers.

"**Final Price**" means the consideration to be paid by Intel to Micron for Qualified Probed Wafers and Foregone Wafers as calculated pursuant to Schedule 1.

"**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, 1/0 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 3.3(b).

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

"**[***]**" means the **[***]** on a **[***]** and are determined to be **[***]** which at a **[***]** are shown by the **[***]** to meet the **[***]** with some **[***]** and **[***]**, and to have an **[***]**.

"**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 by and 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) by and among IMFT, Intel and MTI, dated as of April 6, 2012.

"**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.

"**Initial Joint Qualification Release**" means the **[***]** Initial Joint Qualification Release or the **[***]** Initial Joint Qualification Release, as applicable.

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

"**JDP Committee**" means the JDP Committee as defined in that certain Amended and Restated Joint Development Program Agreement, between MTI and Intel, dated as of April 6, 2012, as amended.

"**Joint Qualification Release**" means, (a) with respect to Probed Wafers utilizing a **[***]** Process Technology Node, the date that a unique Design ID is deemed by the JDP Committee to meet the specifications delineated in the **[***]** set forth in the **[***]** for that Design ID and (b) with respect to Probed Wafers utilizing a **[***]** Process Technology Node, the date that a unique Design ID is deemed by the JDP Committee to meet the specifications with respect to that particular Design ID.

"**Joint Development Program Agreement**" means that Amended and Restated Joint Development Program Agreement, dated as of April 6, 2012, by and between Intel and MTI.

"**Long Range Demand Forecast**" shall have the meaning set forth in Section 3.2.

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

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

"**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.

"**Order Year**" shall have the meaning set forth in Section 2.1(b).

"**Order Year Qualified Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(b).

"**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.

"**Prime Wafer**" means the raw silicon wafers required, on a product-by-product basis, to manufacture Qualified 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 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, using either the **[***]** or **[***]** Process Technology Node, has been processed to the point of containing NAND Flash Memory Integrated Circuits 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.

"**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.

"Qualified Probed Wafer" means a Qualified Probed Wafer with a unique Design ID that is completed at the Singapore Fab after the applicable Initial Joint Qualification Release.

"**Qualified Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(b).

"**Qualified Probed Wafer Demand Forecast**" shall have the meaning set forward in Section 3.1(a).

"**Ramp Period**" means the time period covered by the Ramp Schedule.

"**Ramp Period Qualified Probed Wafer Commitment**" shall have the meaning set forth in Section 2.1(a).

"**Ramp Schedule**" shall have the meaning set forth on Schedule 3 to this Agreement.

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

"**Response to Forecast**" shall have the meaning set forth in Section 3.l(c).

"**Singapore Fab**" means the wafer fabrication plants located in Singapore that are now or hereafter owned by Micron.

"**Specifications**" means those specifications used to describe, characterize, and define the yield, quality and performance of the Qualified Probed Wafers, including any interim performance specifications at Probe Testing, as such specifications may be agreed from time to time by the Parties.

"**Start Date**" means the date that is **[***]** Fiscal Months **[***]** the **[***]** Initial Joint Qualification Release, or as mutually agreed upon by the Parties.

"**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.

"**[***] Cost**" means the calculation referenced on Schedule 2.

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

CONFIDENTIAL

SCHEDULE 1

PRICE

"**Final Price**" means with respect to Qualified Probed Wafers of **[***]**, Final Price equals: (i) the total of **[***]** Costs **[***]** for **[***]**; (ii) plus **[***]** the amount **[***]**; and (iii) which such **[***]** is then **[***]**.

With respect to each Foregone Wafer, Final Price equals: (i) the total **[***]** Costs **[***]** in which such Foregone Wafer **[***]**; (ii) plus **[***]** the amount **[***]**; and (iii) which such **[***]** is then **[***]**. Foregone Wafers will be deemed to exist (and will be invoiced) **[***]**, subject to Section 3.1 (b), **[***]**.

CONFIDENTIAL

SCHEDULE 2

COST

"**[***] Cost**" means all of the following to the extent attributable to Micron's **[***]** of the Probed Wafers in accordance with this Agreement in a **[***]**. **[***]** Cost will **[***]**, and will **[***]**.

Separate from any determination of "**[***]** Costs", **[***]**. Micron will **[***]** in the applicable **[***]**, such excluding any **[***]** within the applicable **[***]**. Micron will **[***]** under Section 4.5. For clarity, the **[***]**.

Example:

[***]

[***] Cost will **[***]** to the extent that the **[***]** Probed Wafers **[***]** at the Singapore Fab **[***]** of the **[***]** such Probed Wafers.

SCHEDULE 3

RAMP SCHEDULE

- Each**[***]** beginning on the Start Date and ending **[***]** after the Start Date, **[***]** Qualified Probed Wafers **[***]**.
- Beginning **[***]** after the Start Date and ending on the one-year anniversary of the Start Date, **[***]** Qualified Probed Wafers.

EXHIBIT 10.51

[***] DENOTES CONFIDENTIAL MATERIALS OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT

CONFIDENTIAL

AMENDED AND RESTATED WAFER SUPPLY AGREEMENT NO. 3

This AMENDED AND RESTATED WAFER SUPPLY AGREEMENT NO. 3 (this "**Agreement**") is made and entered into as of February 10, 2017 (the "**Effective Date**"). This Agreement amends and restates in its entirety Wafer Supply Agreement No. 3, dated as of September 1, 2015, 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. Intel desires to purchase and Micron desires to supply **[***]** WOPW of Probed Wafers for a one-year period.

B. Under the **[***]** Letter Agreement dated as of the Effective Date, by and among Intel, MSA and MTI (the "**[***] Letter Agreement**"), the Parties desire that a certain payment from Intel to Micron be made to address certain startup costs associated with the manufacture of **[***]** Products at the Singapore Fab.

C. Under the Amended and Restated Deposit Agreement entered into as of February 10, 2017, by and among Intel and MTI (the "**Deposit Agreement**"), Intel has agreed to make with Micron a refundable deposit against Intel's payment obligations in accordance with Section 2.3 of the Deposit 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, Micron will supply to Intel and

Intel will purchase from Micron beginning on the Commencement Date and continuing until the Expiration Date (the "**Supply Period**"), **[***]** WOPW of Probed Wafers (the "**Minimum Commitment**"). Intel will be deemed to have committed to purchase, and Micron will be deemed to have committed to supply, the Probed Wafers accepted by Micron in the Response to Forecast in a quantity at least equal to the Minimum Commitment (the "**Binding Forecast Wafers**").

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 the **[***]** 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: **[***]**; and **[***]**; 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 all Excursions which may impact scheduled commitments to Intel.

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 implement a **[***]** or **[***]** 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, beginning **[***]** the beginning of the Supply Period and on a rolling basis each Fiscal Month thereafter until the end of the Term, with a written demand forecast of its Probed Wafer needs for the immediately following **[***]** Fiscal Months of the Supply Period, in quantities sufficient to satisfy the Minimum Commitment (the "**Demand Forecast**"). 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.

(b) Boundary Conditions.

(i) 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:

1. Micron is required to accept only design ids that: (A) at the time designated **[***]** (or are **[***]**; and (B) are being manufactured **[***]** and are not **[***]**;

2. Micron need not accept for any design id **[***]** than **[***]** wafers per **[***]**;

3. a Demand Forecast to the extent that it specifies Probed Wafers that are not based on a design id approved by the JDP Committee;

4. a Demand Forecast to the extent that it specifies for any given **[***]** Probed Wafers utilizing the **[***]** Process Technology Node under this Agreement than under the Second Amended and Restated **[***]** Supply Agreement or the Amended and Restated **[***]** Supplemental Wafer Supply Agreement; or

5. any Demand Forecast to the extent that it would result in Intel receiving **[***]** than **[***]** of the Singapore Fab's **[***]** with respect to **[***]** Products, after taking into account all supply arrangements to which Intel or any of its Affiliates is a party in aggregate, unless otherwise previously agreed to by the Parties.

(ii) In its Response to Forecast, Micron commits to support Intel's Demand Forecast for **[***]** Products **[***]** of the Singapore Fab's **[***]** with respect to **[***]** Products, after taking into account all supply arrangements to which Intel or any of its affiliates is a party in aggregate, as long as Intel's Demand Forecast complies with the boundary conditions above.

(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, Micron may **[***]** requested in the Demand Forecast, provided that Micron has provided notice of any such **[***]** (**[***]**) months in advance and for so long as all of the **[***]** 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) Design ID Mix. Intel may request a change to the design id mix within a particular Process Technology Node in the 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 2.1 and Section 3.1(b).

(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 within **[***]** of the **[***]**, the Final Price for the Probed Wafers that are delivered after such **[***]** period in satisfaction of any shortfall remaining upon the conclusion of such **[***]** period shall be an amount equal to the **[***]**. 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 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 Final 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 Final Price for the balance of the Minimum Commitment not purchased by Intel ("**Foregone Wafers**").

3.3 **[***]** Reviews and Reports. Each **[***]** during the Supply Period, 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 **[***]** to the **[***]** to the **[***]**, and summarize any **[***]** in the **[***]**, including but not limited to **[***]**, and other indicators that may **[***]**. At such meetings the Parties shall define **[***]** and **[***]**. At Intel's expense and discretion, but in no circumstance more than **[***]**, Intel may elect a qualified third party accountancy firm to examine actual transactions under this Agreement and compliance to its requirements for the period that includes the current and immediately preceding **[***]**. Prior to attestation engagement planning by the accounting firm, the Parties will mutually agree on scope of work and timing contained within the engagement letter between the accounting firm and Intel. Micron agrees to take all reasonable steps necessary to make all relevant records available to the accounting firm's examiners conducting the review. Intel agrees to use all reasonable efforts to coordinate and minimize impact to Micron for reasonable access, during normal business hours, without interruption to the Singapore 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 **[***]**, of the Singapore Fab to the extent necessary or appropriate in the reasonable discretion of the independent accounting firm 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 Singapore Fab under this Agreement.

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 Supply Period (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) the Estimated Price and total Estimated Price for each different design id, and total Estimated Price for all Probed Wafers ordered; and (e) other terms (if any) that are mutually agreed in writing by the Parties.

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, Reconciliation & Payment.

(a) With respect to Probed Wafers of a particular design id, MSA will invoice Intel as follows:

(i) With respect to each shipment of Probed Wafers of a particular design id shipped, MSA will invoice Intel the Estimated Price for such Probed Wafers.

(ii) Within **[***]** business days of each Fiscal Month following a Fiscal Month in which an invoice is delivered pursuant to Section 4.5(a)(i), Micron will calculate the Final Price for the Probed Wafers shipped in the immediately preceding Fiscal Month. If the Final Price exceeds the Estimated Price invoiced by Micron previously in the immediately preceding Fiscal Month for the same Probed Wafers, then Micron will issue Intel an invoice within **[***]** (**[***]**) days for the difference between such amounts. If the Final Price is less than the Estimated Price invoiced by Micron previously in the immediately preceding Fiscal Month for the same Probed Wafers, then Micron will issue Intel a credit memorandum within **[***]** (**[***]**) days for the difference between such amounts.

(b) Payment. 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.

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 INCOTERMS 2010.

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 **[***]** months 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 **[***]** 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 Final 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 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

7.1 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 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. This Agreement commences on September 1, 2015 and continues until the Expiration Date (such period of time, the "**Term**").

10.2 Termination. This Agreement may be terminated by 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.

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.
8000 S. Federal Way
Boise, Idaho 83716
Attention: General Counsel
Facsimile Number: (208) 363-1309

In the case of Intel:

Intel Corporation
2200 Mission College Blvd. Mail-Stop SC4-203
Santa Clara, California 95054
Attention: General Counsel
Facsimile Number: (408) 765-6016

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 (a) **[***]** and (b) arising out of **[***]**. 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 date first set forth above.

INTEL CORPORATION

By: */s/ Brian Krzanich*
Name: Brian Krzanich
Title: Chief Executive Officer

MICRON SEMICONDUCTOR ASIA PTE. LTD.

By: */s/ Wayne Allan*
Name: Wayne Allan
Title: Managing Director

MICRON TECHNOLOGY, INC.

By: */s/ D. Mark Durcan*
Name: D. Mark Durcan
Title: Chief Executive Officer

**THIS IS THE SIGNATURE PAGE FOR THE
AMENDED AND RESTATED WAFER SUPPLY AGREEMENT NO. 3
ENTERED INTO BY AND AMONG INTEL CORPORATION,
MICRON SEMICONDUCTOR ASIA PTE. LTD. AND MICRON TECHNOLOGY, INC.**

EXHIBIT A

DEFINITIONS

"**Amended and Restated [***] Supplemental Supply Agreement**" means that certain Amended and Restated **[***]** Supplemental Wafer Supply Agreement by and among Intel, MSA and MTI, entered into as of February 10, 2017 but made effective as of September 1, 2015.

"**[***] Letter Agreement**" shall have the meaning set forth in the recitals to this Agreement.

"**[***] Products**" means Qualified Probed Wafers manufactured on the **[***]** Process Technology Node.

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

"**Second Amended and Restated [***] Supply Agreement**" means that certain Second Amended and Restated **[***]** Supply Agreement by and among Intel, MSA and MTI, entered into as of February 10, 2017 but made effective as of January 31, 2014.

"**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 2.1.

"**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 **[***]** that affects **[***]**, including **[***]**.

"**[***]**" means a **[***]** that **[***]**, or **[***]**.

"**Commencement Date**" means the start of the Supply Period under this Agreement and such date is defined as the expiration date of the Wafer Supply Agreement.

"**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 IM Flash Singapore, LLP, a Singapore limited liability partnership, dated as of April 6, 2012, as amended.

"**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 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.

"**Estimated Price**" means an amount equal to Micron's estimate of the Final Price with respect to the applicable Probed Wafers.

"**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.

"**Expiration Date**" means the one-year anniversary of the Commencement Date.

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

"**Final Price**" means the calculation referenced on Schedule 1.

"**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.

"**[***]**" means the **[***]** on a **[***]** and are determined to be **[***]** which at a **[***]** are shown by the **[***]** to meet the **[***]** with some **[***]** and **[***]**, and to have an **[***]**.

"**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 by and 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) by and among IMFT, Intel and MTI, dated as of April 6, 2012.

"**IMFT Supply Agreement**" means that certain Amended and Restated Supply Agreement between IMFT and Intel dated as of April 6, 2012, 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 Committee**" means the JDP Committee as defined in that certain Amended and Restated Joint Development Program Agreement, between MTI and Intel, dated as of April 6, 2012, as amended.

"**[***]**" means, (a) with respect to Probed Wafers utilizing a **[***]** Process Technology Node, the date that a unique design id is deemed by the JDP Committee to meet the specifications delineated in the **[***]** set forth in the **[***]** for that design id and (b) with respect to Probed Wafers utilizing a **[***]** Process Technology Node, the date that a unique design id is deemed by the JDP Committee to meet the specifications with respect to that particular design id.

"**Lehi Fab**" means that wafer fabrication plant located in Lehi, Utah, USA, that, as of April 6, 2012, 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 (i) for NAND Flash Memory Wafers, an **[***]** percent (**[***]**%), **[***]** or, if **[***]** under this Agreement, and (ii) for **[***]** the Parties agree in writing to be **[***]** or, if **[***]** under this Agreement. 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.

"**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.

"**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 utilizing either the **[***]** Process Technology Node or the **[***]** Process Technology Node 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.

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

"**Singapore Fab**" means the wafer fabrication plants located in Singapore that are now or hereafter owned by Micron.

"**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.

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

"**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.

"**[***] Cost**" means the calculation referenced on Schedule 2.

"**Wafer Supply Agreement**" means the Wafer Supply Agreement dated as of April 6, 2012, as amended, by and among the Parties.

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

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

CONFIDENTIAL

SCHEDULE 1

FINAL PRICE

With respect to Probed Wafers of **[***]**, Final Price equals: (i) the total of **[***]** Costs **[***]** for **[***]**; (ii) plus **[***]** the amount **[***]**; and (iii) which such **[***]** is then **[***]**.

With respect to each Foregone Wafer, Final Price equals: (i) the total **[***]** Costs **[***]** in which such Foregone Wafer **[***]**; (ii) plus **[***]** the amount **[***]**; and (iii) which such **[***]** is then **[***]**.

SCHEDULE 2

COST

"**[***] Cost**" means all of the following to the extent attributable to Micron's **[***]** of the Probed Wafers in accordance with this Agreement in a **[***]**. **[***]** Cost will **[***]**, and will **[***]**.

Separate from any determination of "**[***]** Costs", **[***]** will be reported **[***]**. Micron will **[***]** in the applicable **[***]**, such excluding any **[***]** within the applicable **[***]**. Micron will **[***]** under Section 4.5. For clarity, the **[***]**.

Example:

[***]

[***] Cost will **[***]** to the extent that the **[***]** Probed Wafers **[***]** at the Singapore Fab **[***]** of the **[***]** such Probed Wafers.

EXHIBIT 10.64

MICRON TECHNOLOGY, INC.
DEFERRED COMPENSATION PLAN

Effective March 1, 2017

PREAMBLE

The Plan is intended to be a “plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended, or an “excess benefit plan” within the meaning of Section 3(36) of the Employee Retirement Income Security Act of 1974, as amended, or a combination of both. The Plan is further intended to conform with the requirements of Internal Revenue Code Section 409A and the final regulations issued thereunder and shall be interpreted, implemented and administered in a manner consistent therewith.

ARTICLE 1 - GENERAL

1.1 **Purpose**. The purpose of the Plan is to provide Eligible Employees an opportunity to defer to a future date the receipt of base and bonus compensation for services performed for the Employer.

1.2 **Effective Date.** The Effective Date of the Plan is March 1, 2017.

ARTICLE 2 - DEFINITIONS

Pronouns used in the Plan are in the masculine gender but include the feminine gender unless the context clearly indicates otherwise. Wherever used herein, the following terms have the meanings set forth below, unless a different meaning is clearly required by the context:

2.1 **"Account"** means an account established for the purpose of recording amounts credited on behalf of a Participant and any income, expenses, gains, losses or distributions included thereon. The Account shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant or to the Participant's Beneficiary pursuant to the Plan.

2.2 **"Administrator"** means, unless otherwise determined by the Plan Sponsor, the Micron Technology, Inc. Retirement at Micron (RAM) Committee.

2.3 "**Base Compensation**" means the Participant's base rate of compensation (including regular compensation, holiday, vacation, personal and sick pay) payable for services performed for the Employer for the Plan Year, as adjusted to reflect increases and decreases to the base rate during the Plan Year.

2.4 **"Beneficiary"** means the persons, trusts, estates or other entities entitled under Section 8.2 to receive benefits under the Plan upon the death of a Participant.

2.5 **"Board" or "Board of Directors"** means the Board of Directors of the Plan Sponsor.

2.6 **"Bonus Compensation"** means the Participant's bonus or incentive compensation payable for services performed for the Employer for the Plan Year pursuant to, among others designated by the Employer, the Micron Technology, Inc. Executive Incentive Plan, the Micron Technology, Inc. Annual Incentive Plan, the Micron Technology, Inc. Incentive Pay Plan and/or the Micron Technology, Inc. Sales and Field Application Engineer FAE Variable Incentive Plan.

2.7 **"Change in Control"** means the occurrence of an event involving the Plan Sponsor that is described in Section 9.6.

2.8 **"Code"** means the Internal Revenue Code of 1986, as amended.

2.9 **"Compensation**" means Base Compensation, Bonus Compensation and/or Performance-Based Compensation.

2.10 **"Disability"** means a determination by the Administrator that the Participant is either (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Employer. A Participant will be considered to have incurred a Disability if he is determined to be totally disabled by the Social Security Administration or the Railroad Retirement Board.

2.11 **"Discretionary Credits"** has the meaning set forth in Section 5.1 hereof.

2.12 **"Distribution Date"** means the earliest to occur of: (1) a Specified Payment Date elected by the Participant or (2) the Participant's Separation from Service for any reason (including death or Disability). Notwithstanding the foregoing, in the case of a distribution to a Specified Employee on account of Separation from Service, the Distribution Date shall be the Specified Employee Delayed Payment Date.

2.13 "**Election Period**" means the period established by the Administrator during which Participant deferral and distribution elections must be made in accordance with the requirements of Code Section 409A. The Election Period for Base Compensation and for Bonus Compensation that does not qualify as Performance-Based Compensation shall end no later

than the last day of the Plan Year immediately preceding the Plan Year in which such Base Compensation or Bonus Compensation is earned, and the Election Period for Bonus Compensation qualifying as Performance-Based Compensation shall end no later than six (6) months before the end of the fiscal year or other period in which the Performance-Based Compensation is earned; provided, that the Eligible Employee is employed continuously from the later of the beginning of the performance period or the date the performance criteria are established through the date an election is made to defer such Performance-Based Compensation and the amount of such Performance-Based Compensation has not become readily ascertainable as of the date the election is made; and further provided, however, that the Election Period with respect to the first Plan Year in which an Eligible Employee is eligible to participate in the Plan may, to the extent permitted under Code Section 409A, end no later than thirty (30) days after the Eligible Employee first becomes eligible under the Plan and shall apply only to compensation earned after such election is made. A former Eligible Employee who again becomes an Eligible Employee shall be treated as newly eligible to make deferrals under the Plan within thirty (30) days upon return to eligible status if: (i) the former Eligible Employee has received distribution of the full amount of his or her Account balance attributable to deferral contributions and on or before the last such distribution was not eligible to make deferral contributions for periods after the last distribution payment; or (ii) the former Eligible Employee has not been eligible to make deferral contributions at any time during the twenty-four (24)-month period ending on the date he or she again becomes an Eligible Employee. In addition, if an Eligible Employee is or was eligible to participate in another plan that is aggregated with the elective deferral portion of the Plan under Code Section 409A, participation in such plan shall be treated as participation in the Plan for purposes of determining whether the Eligible Employee is treated as newly eligible under the Plan. Except in the case of the first Plan Year in which an Eligible Employee is eligible to participate in the Plan, including a former Eligible Employee who is treated as newly eligible to make deferrals, the effective date of elections to defer Base or Bonus Compensation shall be the first day of the calendar year following such election and in the case of an election to defer Performance-Based Compensation, such election shall be effective with respect to Performance-Based Compensation payable after the end of the applicable performance period.

2.14 **"Eligible Employee"** means an employee of the Employer selected by the Employer for participation in the Plan.

2.15 **"Employer"** means the Plan Sponsor and any other entity which is authorized by the Plan Sponsor to participate in and, in fact, does adopt the Plan.

2.16 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

2.17 **"Participant"** means an Eligible Employee who commences participation in the Plan in accordance with Article 3.

2.18 **"Performance-Based Compensation"** means any bonus, award or other compensation designated by the Employer, the amount of which, or the entitlement to which, is contingent on the satisfaction of pre-established organizational or individual performance criteria relating to a performance period of at least twelve (12) consecutive months. For such bonus or award to be performance-based with respect to a Participant's deferral election with respect to such bonus or award, the following requirements must be met: (i) the performance criteria must be established in writing no later than ninety (90) days after the beginning of the applicable "performance period"; (ii) the outcome of the performance criteria must be substantially uncertain when the criteria are established; (iii) no bonus or award, or portion of any bonus or award, that will be paid either regardless of performance, or based upon a level of performance that is substantially certain to be met at the time the criteria are established, shall be considered Performance-Based Compensation; (iv) Performance-Based Compensation shall not include payments based upon subjective performance criteria unless: (a) the subjective performance criteria are bona fide and relate to the Participant's performance, the performance of a group of employees that includes the Participant, or the performance of a business unit for which the Participant provides services (which may include the entire organization); and (b) the determination that any subjective performance criteria have been met is not made by the Participant or a family member of the Participant (as defined in Code Section 267(c)(4), applied as if the family of an individual includes the spouse of any member of the family), or a person under the effective control of the Participant or such a family member, and no amount of the compensation of the person making such determination is effectively controlled in whole or in part by the Participant or such a family member. A performance-based bonus that otherwise meets the above criteria may provide for payment regardless of satisfaction of the performance criteria upon the Participant's death, disability (defined as a medically determinable physical or mental impairment resulting in the Participant's inability to perform the duties of his or her position or any substantially similar position, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months), or a change in control event (as defined in Treasury Regulations Section 1.409A-3(i)(5)(i)). Any amount that actually becomes payable upon such events without regard to the satisfaction of the performance criteria will not be considered Performance-Based Compensation.

2.19 **"Plan"** means the unfunded plan of deferred compensation set forth herein, as adopted by the Plan Sponsor and as amended from time to time.

2.20 **"Plan Sponsor"** means Micron Technology, Inc. or any successor by merger, consolidation or otherwise.

2.21 **"Plan Year"** means the period commencing January 1 and ending on December 31.

2.22 **"Related Employer"** means the Employer and (a) any corporation that is a member of a controlled group of corporations as defined in Code Section 414(b) that includes the Employer and (b) any trade or business that is under common control as defined in Code Section 414(c) that includes the Employer.

2.23 **"Separation from Service"** means the date that the Participant dies, retires or otherwise has a termination of employment with respect to all entities comprising the Related Employer. A Separation from Service does not occur if the Participant is on military leave, sick leave or other bona fide leave of absence if the period of leave does not exceed six months or such longer period during which the Participant's right to reemployment is provided by statute or contract. If the period of leave exceeds six months and the Participant's right to re-employment is not provided either by statute or contract, a Separation from Service will be deemed to have occurred on the first day following the six-month period. If the period of leave is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where the impairment causes the Participant to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a 29 month period of absence may be substituted for the six month period.

Whether a termination of employment has occurred is based on whether the facts and circumstances indicate that the Related Employer and the Participant reasonably anticipated that no further services would be performed after a certain date or that the level of bona fide services the Participant would perform after such date (whether as an employee or as an independent contractor) would permanently decrease to no more than 20 percent of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36 month period (or the full period of services to the Related Employer if the employee has been providing services to the Related Employer for less than 36 months).
An independent contractor is considered to have experienced a Separation from Service with the Related Employer upon the expiration of the contract (or, in the case of more than one contract, all contracts) under which services are performed for the Related Employer if the expiration constitutes a good-faith and complete termination of the contractual relationship.

If a Participant provides services as both an employee and an independent contractor of the Related Employer, the Participant must separate from service both as an employee and as an independent contractor to be treated as having incurred a Separation from Service. If a Participant ceases providing services as an independent contractor and begins providing services as an employee, or ceases providing services as an employee and begins providing services as an independent contractor, the Participant will not be considered to have experienced a Separation from Service until the Participant has ceased providing services in both capacities.

If a Participant provides services both as an employee and as a member of the board of directors of a corporate Related Employer (or an analogous position with respect to a noncorporate Related Employer), the services provided as a director are not taken into account in determining whether the Participant has incurred a Separation from Service as an employee for purposes of a nonqualified deferred compensation plan in which the Participant participates as an employee that is not aggregated under Code Section 409A with any plan in which the Participant participates as a director.

If a Participant provides services both as an employee and as a member of the board of directors of a corporate related Employer (or an analogous position with respect to a noncorporate Related Employer), the services provided as an employee are not taken into account in determining whether the Participant has experienced a Separation from Service as a director for purposes of a nonqualified deferred compensation plan in which the Participant participates as a director that is not aggregated under Code Section 409A with any plan in which the Participant participates as an employee.

All determinations of whether a Separation from Service has occurred will be made in a manner consistent with Code Section 409A and the final regulations thereunder.

2.24 **"Specified Employee"** is an employee who on the date of his Separation from Service is a "specified employee" within the meaning given such term under Code Section 409A and the regulations thereunder applying the default criteria.

2.25 **"Specified Employee Delayed Payment Date"** means the first business day of the seventh month following the date of a Specified Employee's Separation from Service.

2.26 **"Specified Payment Date"** means a calendar year elected by the Participant to receive his her deferrals that is after the Plan Year for which the deferrals are made.

2.27 **"Valuation Date"** means each business day of the Plan Year that the Nasdaq Global Stock Market is open.

2.28 **"Years of Service"** shall be determined in accordance with the Participant's Years of Service credited under the Micron Technology, Inc. Retirement at Micron (RAM) Plan.

ARTICLE 3 - PARTICIPATION

3.1 **Participation.** An Eligible Employee shall commence participation in the Plan upon the effectiveness of his first deferral election in accordance with Section 4.1.

3.2 **Termination of Participation.** The Administrator may terminate a Participant's participation in the Plan in a manner consistent with Code Section 409A. If the Employer terminates a Participant's participation before the Participant experiences a Separation from Service the Participant's vested Accounts shall be paid in accordance with the provisions of Article 9.

ARTICLE 4 - PARTICIPANT ELECTIONS

4.1 **Deferral Agreement**. An Eligible Employee may elect during the applicable Election Period, by executing in writing or electronically a deferral agreement on form(s) approved by the Administrator, to defer the receipt of a designated percentage of Base Compensation per payroll period that is earned and payable after the effective date of such election, a designated percentage of Bonus Compensation per payroll period that is earned and payable after the effective date of such election and a designated percentage of Performance-Based Compensation that is payable after the effective date of such election and have such amount credited to the Participant's Account pursuant to the terms of the Plan. The Participant shall make a separate deferral election for Base, Bonus and Performance-Based Compensation deferrals for each Plan Year.

A new deferral election must be timely executed for each Plan Year during which the Eligible Employee desires to defer Compensation. An Eligible Employee who does not timely execute a deferral election shall be deemed to have elected zero deferrals of Compensation for such Plan Year.

4.2 **Revocation/Modification of Deferral Elections**. Except as otherwise provided in Section 9.2, a Participant may not revoke or modify his deferral agreement after the Election Period. The Administrator in its discretion may cancel a deferral election if permitted under Code Section 409A (such as upon disability), provided that the Participant shall not be provided an election with respect to such cancellation. Notwithstanding anything in this Plan to the contrary, if a Participant receives a hardship distribution of elective deferrals from a qualified cash or deferred arrangement maintained by the Employer, then such Participant's deferral election shall be cancelled for the remainder of the calendar year in which he received such hardship distribution, to the extent necessary to satisfy the requirements of Treas. Reg. Section 1.401(k)-1(d)(3).

4.3 **Amount of Deferrals**. An Eligible Employee is not required to make a deferral election for any Plan Year. However, if an Eligible Employee makes a deferral election, the following minimums and maximums apply. These minimums and/or maximums may be modified by the Administrator for a given Plan Year on the election forms for such Plan Year without the need of a formal plan amendment.

(a) **Minimum Base Compensation Deferral Election**. The minimum deferral election percentage an Eligible Employee may make for a Plan Year with respect to Base Compensation is 1% of Base Compensation.

(b) **Minimum Bonus Compensation Deferral Election**. The minimum deferral election percentage an Eligible Employee may make for a Plan Year with respect to Bonus Compensation is 1% of such Eligible Employee's Bonus for a Plan Year.

(c) **Maximum Base Compensation Deferral Election**. The maximum deferral election percentage an Eligible Employee may make for a Plan Year with respect to Base Compensation is 75% of Base Compensation.

(d) **Maximum Bonus Compensation Deferral Election**. The maximum deferral election percentage an Eligible Employee may make for a Plan Year with respect to Bonus Compensation is 100% of such Eligible Employee's Bonus for a Plan Year.

4.4 **Timing of Election to Defer.** Each Eligible Employee who desires to defer Compensation otherwise payable during a Plan Year must execute a deferral agreement within the Election Period.

4.5 **Election of Payment Schedule and Form of Payment.** All elections of a payment schedule and a form of payment will be made in accordance with rules and procedures established by the Administrator. At the time an Eligible Employee completes a deferral agreement during the Election Period, the Eligible Employee must elect a form of payment in which to receive such deferrals in a payment schedule permitted under Section 9.3 and may elect a Specified Payment Date that occurs during the Participant's employment. If an Eligible Employee fails to elect a form of payment permitted under Section 9.3, then he shall be deemed to have elected a lump sum form of payment.

4.6 **No Deferrals from Severance**. Deferral elections shall not apply to severance or other amounts payable after a Participant's Separation from Service.

ARTICLE 5 - EMPLOYER CONTRIBUTIONS

5.1 **Employer Contributions.** The Employer may, in its sole discretion, make discretionary Employer credits ("Discretionary Credits") on behalf of any Eligible Participant. In its sole discretion, the Employer shall determine the Eligible Participants to be credited with any Discretionary Credit, the amount of any such Discretionary Credit and the vesting schedule applicable thereto (including any accelerated vesting thereof and the events of such acceleration). In addition, the Employer may permit the Participant to elect the timing and form of distribution of such Discretionary Credits, provided that any such election shall be made no later than the latest time permitted by Code Section 409A.

ARTICLE 6 - ACCOUNTS AND CREDITS

6.1 **Establishment of Account.** For accounting and computational purposes only, the Administrator will establish and maintain an Account on behalf of each Participant which will reflect the credits made pursuant to Section 6.2, distributions or withdrawals, along with the earnings, expenses, gains and losses allocated thereto, attributable to the hypothetical investments made with the amounts in the Account as provided in Article 7. The Administrator will establish and maintain such other records and accounts, as it decides in its discretion to be reasonably required or appropriate to discharge its duties under the Plan.

6.2 **Credits to Account.** A Participant's Account will be credited for each Plan Year with the amount of his elective deferrals under Section 4.1 at the time the amount subject to the deferral election would otherwise have been payable to the Participant and the amount of Employer contributions treated as allocated on his behalf under Article 5.

ARTICLE 7 - INVESTMENT OF CONTRIBUTIONS

7.1 **Investment Options.** The amount credited to each Account shall be treated as invested in the investment options selected in advance by the Administrator. The Administrator, in its sole discretion, shall be permitted to add or remove investment options from the Plan menu from time to time, provided that any such additions or removals of investment options shall not be effective with respect to any period prior to the effective date of such change.

7.2 **Investment Allocations**. A Participant's investment allocation constitutes a deemed, not actual, investment among the investment options comprising the investment menu. At no time shall a Participant have any real or beneficial ownership in any investment option included in the investment menu, nor shall the Employer or any trustee acting on its behalf have any obligation to purchase actual securities as a result of a Participant's investment allocation. A Participant's investment allocation shall be used solely for purposes of adjusting the value of a Participant's Account.

(a) A Participant shall specify an investment allocation for each of his Accounts in accordance with procedures established by the Administrator. Except as otherwise provided by the Administrator, the following provisions of this Section 7.2 shall apply to allocations under the Plan.

(i) Allocation among the investment options must be designated in increments of 1%. The Participant's investment allocation will become effective on the same business day or, in the case of investment allocations received after a time specified by the Administrator, the next business day.

(ii) A Participant may change an investment allocation on any business day, both with respect to future credits to the Plan and with respect to existing Accounts, in accordance with procedures adopted by the Administrator. Changes shall become effective on the same business day or, in the case of investment allocations received after a time specified by the Administrator, the next business day, and shall be applied prospectively.

7.3 **Adjustment of Accounts.** The amount credited to each Account shall be adjusted for hypothetical investment earnings, expenses, gains or losses in an amount equal to the earnings, expenses, gains or losses attributable to the investment options selected by the Participant from among the investment options provided in Section 7.1. A Participant (or the Participant's Beneficiary after the death of the Participant) may, in accordance with rules and procedures established by the Administrator, select the investments from among the options provided in Section 7.1 to be used for the purpose of calculating future hypothetical investment adjustments to the Account or to future credits to the Account under Section 6.2 effective as of the Valuation Date coincident with or next following notice to the Administrator. Each Account shall be adjusted as of each Valuation Date to reflect: (a) the hypothetical earnings, expenses, gains and losses described above; (b) amounts credited pursuant to Section 6.2; and (c) distributions or withdrawals. In addition, each Account may be adjusted for its allocable share of the hypothetical costs and expenses associated with the maintenance of the hypothetical investments provided in Section 7.1.

ARTICLE 8 - RIGHT TO BENEFITS

8.1 **Vesting.**

(a) A Participant, at all times, has a 100% nonforfeitable interest in the amounts credited to his Account attributable to his elective deferrals made in accordance with Section 4.1.

(b) A Participant's right to the amounts credited to his Account attributable to Discretionary Credits made in accordance with Article 5, if any, shall vest at to 100% of the applicable Discretionary Credit on the date that such Participant achieves two Years of Service (each, an "Employer Contribution Vesting Date"). Upon a Separation from Service prior to an Employer Contribution Vesting Date, the Participant shall forfeit the nonvested portion of his Account. Notwithstanding the foregoing, a Participant's rights to the amounts credited to his Account attributable to Discretionary Credits made in accordance with Article 5, if any, shall vest as to 100% of the applicable Discretionary Credit in the event of such Participant's death or Disability, or upon the occurrence of a Change in Control.

8.2 **Death; Disability.** A Participant may designate a Beneficiary or Beneficiaries, or change any prior designation of Beneficiary or Beneficiaries in accordance with rules and procedures established by the Administrator.

A copy of the death notice or other sufficient documentation must be filed with and approved by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's vested Account, such amount will be paid to his estate (such estate shall be deemed to be the Beneficiary for purposes of the Plan) in accordance with the provisions of Article 9.

ARTICLE 9 - DISTRIBUTION OF BENEFITS

9.1 **Amount of Benefits.** The vested amount credited to a Participant's Account as determined under Articles 6, 7 and 8 shall determine and constitute the basis for the value of benefits payable to the Participant under the Plan.

9.2 **Method and Timing of Distributions**. Except as otherwise expressly provided herein, amounts credited to a Participant's Account for each Plan Year shall be paid to the Participant in accordance with the Participant's distribution election under Article 4. Distributions shall commence to be paid to the Participant as soon as administratively feasible following the Distribution Date, but in no event later than the time prescribed by Treas. Reg. Section 1.409A-3(d). A Participant may make a one (1) time change to his or her distribution election for a Plan Year to elect a later Specified Payment Date in accordance with this Section 9.2 and may make a one (1) time change to his or her distribution election for a Plan Year to elect a different payment schedule in accordance with this Section 9.2; provided, however, that an election to defer payment or change the form of distribution shall not take effect until at least 12 months after the date on which the election is made and shall be effective only if (i) the election is made at least twelve (12) months before the Specified Payment

Date or payment schedule would otherwise commence or occur, and (ii) the Participant elects a new Specified Payment Date or payment schedule that delays the Specified Payment Date or payment schedule at least five (5) years. For purposes of this Section 9.2, a series of installment payments is always treated as a single payment and not as a series of separate payments.

9.3 **Form of Distribution**. Vested amounts credited to a Participant's Account shall, at the Participant's election specified in his deferral agreement in accordance with Article 4, be payable to the Participant in a single sum cash payment or in substantially equal annual cash installments over not less than two (2) years and not more than ten (10) years. Annual installment payments shall be calculated by dividing the Account balance by the remaining annual installments to be made.

9.4 **Payment Election Overrides.** Notwithstanding the Participant's election as to the time and form of payment, upon the Participant's death or Disability, the Participant's entire Account (including any amounts with respect to which installment payments have previously commenced) shall be paid to the Participant or his Beneficiary in a single sum cash payment.

9.5 **Change in Control.** Notwithstanding the Participant's election as to the time and form of payment, in the event of a Change in Control, the Participant's entire Account (including any amounts with respect to which installment payments have previously commenced) shall be paid to the Participant in a single sum cash payment upon the Change in Control.

A Change in Control, for purposes of the Plan, will occur upon a change in the ownership of the Plan Sponsor, a change in the effective control of the Plan Sponsor or a change in the ownership of a substantial portion of the assets of the Plan Sponsor. The Plan Sponsor, for this purpose, includes any corporation identified in this Section 9.6.

If a Participant continues to make deferrals in accordance with Article 4 after he has received a distribution due to a Change in Control, the residual amount payable to the Participant shall be paid at the time and in the form specified in the elections he makes in accordance with Article 4 or upon his death or Disability as provided in Article 8.

Whether a Change in Control has occurred will be determined by the Administrator in accordance with the rules and definitions set forth in this Section 9.6. A distribution to the Participant will be treated as occurring upon a Change in Control if the Plan Sponsor terminates the Plan in accordance with Section 10.2 and distributes the Participant's benefits within twelve months of a Change in Control as provided in Section 10.3.

(a) **Relevant Corporations.** To constitute a Change in Control for purposes of the Plan, the event must relate to (i) the corporation for whom the Participant is performing services at the time of the Change in Control, (ii) the corporation that is liable for the payment of the Participant's benefits under the Plan (or all corporations liable if more than one corporation is liable) but only if either the deferred compensation is attributable to the performance of services by the Participant for such corporation (or corporations) or there is a bona fide business purpose for such corporation (or corporations) to be liable for such payment and, in either case, no significant purpose of making such corporation (or corporations) liable for such payment is the avoidance of federal income tax, or (iii) a corporation that is a majority shareholder of a corporation identified in (i) or (ii), or any corporation in a chain of corporations in which each corporation is a majority shareholder of another corporation in the chain, ending in a corporation identified in (i) or (ii). A majority shareholder is defined as a shareholder owning more than fifty percent (50%) of the total fair market value and voting power of such corporation.

(b) **Stock Ownership.** Code Section 318(a) applies for purposes of determining stock ownership. Stock underlying a vested option is considered owned by the individual who owns the vested option (and the stock underlying an unvested option is not considered owned by the individual who holds the unvested option). If, however, a vested option is exercisable for stock that is not substantially vested (as defined by Treasury Regulation Section 1.83-3(b) and (j)) the stock underlying the option is not treated as owned by the individual who holds the option.

(c) **Change in the Ownership of a Corporation.** A change in the ownership of a corporation occurs on the date that any one person or more than one person acting as a group, acquires ownership of stock of the corporation that, together with stock held by such person or group, constitutes more than fifty percent (50%) of the total fair market value or total voting power of the stock of such corporation. If any one person or more than one person acting as a group is considered to own more than fifty percent (50%) of the total fair market value or total voting power of the stock of a corporation, the acquisition of additional stock by the same person or persons is not considered to cause a change in the ownership of the corporation (or to cause a change in the effective control of the corporation as discussed below in Section 9.6(d)). An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the corporation acquires its stock in exchange for property

will be treated as an acquisition of stock. Section 9.6(c) applies only when there is a transfer of stock of a corporation (or issuance of stock of a corporation) and stock in such corporation remains outstanding after the transaction. For purposes of this Section 9.6(c), persons will not be considered to be acting as a group solely because they purchase or own stock of the same corporation at the same time or as a result of a public offering. Persons will, however, be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the corporation. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to ownership in that corporation prior to the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

(d) **Change in the effective control of a corporation.** A change in the effective control of a corporation occurs on the date that either (i) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the corporation possessing thirty percent (30%) or more of the total voting power of the stock of such corporation, or (ii) a majority of members of the corporation's board of directors is replaced during any twelve month period by directors whose appointment or election is not endorsed by a majority of the members of the corporation's board of directors prior to the date of the appointment or election, provided that for purposes of this paragraph (ii), the term corporation refers solely to the relevant corporation identified in Section 9.6(a) for which no other corporation is a majority shareholder for purposes of Section 9.6(a). In the absence of an event described in Section 9.6(d)(i) or (ii), a change in the effective control of a corporation will not have occurred. A change in effective control may also occur in any transaction in which either of the two corporations involved in the transaction has a change in the ownership of such corporation as described in Section 9.6(c) or a change in the ownership of a substantial portion of the assets of such corporation as described in Section 9.6(e). If any one person, or more than one person acting as a group, is considered to effectively control a corporation within the meaning of this Section 9.6(d), the acquisition of additional control of the corporation by the same person or persons is not considered to cause a change in the effective control of the corporation or to cause a change in the ownership of the corporation within the meaning of Section 9.6(c). For purposes of this Section 9.6(d), persons will or will not be considered to be acting as a group in accordance with rules similar to those set forth in Section 9.6(c) with the following exception. If a person, including an entity, owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a group with other shareholders in a corporation only with respect to the ownership in that corporation prior to the transaction giving rise to the change and not with respect to the ownership interest in the other corporation.

(e) **Change in the ownership of a substantial portion of a corporation's assets.** A change in the ownership of a substantial portion of a corporation's assets occurs on the date that any one person, or more than one person acting as a group (as determined in accordance with rules similar to those set forth in Section 9.6(d)), acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets from the corporation that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the corporation immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the corporation or the value of the assets being disposed of determined without regard to any liabilities associated with such assets. There is no Change in Control event under this Section 9.6(e) when there is a transfer to an entity that is controlled by the shareholders of the transferring corporation immediately after the transfer. A transfer of assets by a corporation is not treated as a change in ownership of such assets if the assets are transferred to (i) a shareholder of the corporation (immediately before the asset transfer) in exchange for or with respect to its stock, (ii) an entity, fifty percent (50%) or more of the total value or voting power of which is owned, directly or indirectly, by the corporation, (iii) a person, or more than one person acting as a group, that owns, directly or indirectly, fifty percent (50%) or more of the total value or voting power of all the outstanding stock of the corporation, or (iv) an entity, at least fifty (50%) of the total value or voting power of which is owned, directly or indirectly, by a person described in Section 9.6(e)(iii). For purposes of the foregoing, and except as otherwise provided, a person's status is determined immediately after the transfer of assets.

9.7 **Permissible Delays in Payment.** Distributions may be delayed beyond the date payment would otherwise occur in accordance with the provisions of Articles 8 and 9 in any of the following circumstances as long as the Employer treats all payments to similarly situated Participants on a reasonably consistent basis.

(a) The Employer may delay payment if it reasonably anticipates that its deduction with respect to such payment would be limited or eliminated by the application of Code Section 162(m). Payment must be made during the Participant's

first taxable year in which the Employer reasonably anticipates, or should reasonably anticipate, that if the payment is made during such year the deduction of such payment will not be barred by the application of Code Section 162(m) or during the period beginning with the Participant's Separation from Service and ending on the later of the last day of the Employer's taxable year in which the Participant separates from service or the 15th day of the third month following the Participant's Separation from Service. If a scheduled payment to a Participant is delayed in accordance with this Section 9.7(a), all scheduled payments to the Participant that could be delayed in accordance with this Section 9.7(a) will also be delayed.

(b) The Employer may also delay payment if it reasonably anticipates that the making of the payment will violate federal securities laws or other applicable laws provided payment is made at the earliest date on which the Employer reasonably anticipates that the making of the payment will not cause such violation.

(c) The Employer reserves the right to amend the Plan to provide for a delay in payment upon such other events and conditions as the Secretary of the Treasury may prescribe in generally applicable guidance published in the Internal Revenue Bulletin.

9.8 Permitted Acceleration of Payment. The Employer may permit acceleration of the time or schedule of any payment or amount scheduled to be paid pursuant to a payment under the Plan provided such acceleration would be permitted by the provisions of Reg. Sec. 1.409A-3(j)(4), including the following events:

(a) **Domestic Relations Order.** A payment may be accelerated if such payment is made to an alternate payee pursuant to and following the receipt and qualification of a domestic relations order as defined in Code Section 414(p).

(b) **Compliance with Ethics Agreements and Legal Requirements.** A payment may be accelerated as may be necessary to comply with ethics agreements with the Federal government or as may be reasonably necessary to avoid the violation of Federal, state, local or foreign ethics law or conflicts of laws, in accordance with the requirements of Code Section 409A.

(c) **FICA Tax.** A payment may be accelerated to the extent required to pay the Federal Insurance Contributions Act tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2) of the Code with respect to compensation deferred under the Plan (the "FICA Amount"). Additionally, a payment may be accelerated to pay the income tax on wages imposed under Code Section 3401 of the Code on the FICA Amount and to pay the additional income tax at source on wages attributable to the pyramiding Code Section 3401 wages and taxes. The total payment under this subsection (d) may not exceed the aggregate of the FICA Amount and the income tax withholding related to the FICA Amount.

(d) **Section 409A Additional Tax.** A payment may be accelerated if the Plan fails to meet the requirements of Code Section 409A; provided that such payment may not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Code Section 409A.

(e) **Offset.** A payment may be accelerated in the Employer's discretion as satisfaction of a debt of the Participant to the Employer, where such debt is incurred in the ordinary course of the service relationship between the Participant and the Employer, the entire amount of the reduction in any of the Employer's taxable years does not exceed $5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

(f) **Other Events.** A payment may be accelerated in the Administrator's discretion in connection with such other events and conditions as permitted by Code Section 409A.

ARTICLE 10 - AMENDMENT AND TERMINATION

10.1 Amendment by Plan Sponsor. The Plan Sponsor reserves the right to amend the Plan (for itself and each Employer) through action of its Board of Directors. No amendment can directly or indirectly deprive any current or former Participant or Beneficiary of all or any portion of his Account which had accrued and vested prior to the amendment.

10.2 Plan Termination Following Change in Control or Corporate Dissolution. The Plan Sponsor reserves the right to terminate the Plan and distribute all amounts credited to all Participant Accounts within the 30 days preceding or the twelve months following a Change in Control as determined in accordance with the rules set forth in Section 9.6. For this purpose, the Plan will be treated as terminated only if all agreements, methods, programs and other arrangements sponsored by the Related Employer immediately after the Change in Control which are treated as a single plan under

Reg. Sec. 1.409A-1(c)(2) are also terminated so that all participants under the Plan and all similar arrangements are required to receive all amounts deferred under the terminated arrangements within twelve months of the date the Plan Sponsor irrevocably takes all necessary action to terminate the arrangements. In addition, the Plan Sponsor reserves the right to terminate the Plan within twelve months of a corporate dissolution taxed under Code Section 331 or with the approval of a bankruptcy court pursuant to 11 U. S. C. Section 503(b)(1)(A) provided that amounts deferred under the Plan are included in the gross incomes of Participants in the latest of (a) the calendar year in which the termination and liquidation occurs, (b) the first calendar year in which the amount is no longer subject to a substantial risk of forfeiture, or (c) the first calendar year in which payment is administratively practicable.

10.3 **Other Plan Terminations.** The Plan Sponsor retains the discretion to terminate the Plan if (a) all arrangements sponsored by the Plan Sponsor that would be aggregated with any terminated arrangement under Code Section 409A and Reg. Sec. 1.409A-1(c)(2) are terminated, (b) no payments other than payments that would be payable under the terms of the arrangements if the termination had not occurred are made within twelve months of the termination of the arrangements, (c) all payments are made within twenty-four months of the date the Plan Sponsor takes all necessary action to irrevocably terminate and liquidate the arrangements, (d) the Plan Sponsor does not adopt a new arrangement that would be aggregated with any terminated arrangement under Code Section 409A and the regulations thereunder at any time within the three year period following the date of termination of the arrangement, and (e) the termination does not occur proximate to a downturn in the financial health of the Plan sponsor. The Plan Sponsor also reserves the right to amend the Plan to provide that termination of the Plan will occur under such conditions and events as may be prescribed by the Secretary of the Treasury in generally applicable guidance published in the Internal Revenue Bulletin.

ARTICLE 11 - THE TRUST

11.1 **Establishment of Trust.** The Plan Sponsor may but is not required to establish a trust to hold amounts which the Plan Sponsor may contribute from time to time to correspond to some or all amounts credited to Participants under Section 6.2. In the event that the Plan Sponsor wishes to establish a trust to provide a source of funds for the payment of Plan benefits, any such trust shall be constructed to constitute an unfunded arrangement that does not affect the status of the Plan as an unfunded plan for purposes of Title I of ERISA and the Code.

11.2 **Rabbi Trust.** Any trust established by the Plan Sponsor shall be between the Plan Sponsor and a trustee pursuant to a separate written agreement under which assets are held, administered and managed, subject to the claims of the Plan Sponsor’s creditors in the event of the Plan Sponsor’s insolvency. The trust is intended to be treated as a rabbi trust in accordance with existing guidance of the Internal Revenue Service, and the establishment of the trust shall not cause the Participant to realize current income on amounts contributed thereto. The Plan Sponsor must notify the trustee in the event of a bankruptcy or insolvency.

11.3 **Investment of Trust Funds.** Any amounts contributed to the trust by the Plan Sponsor shall be invested by the trustee in accordance with the provisions of the trust and the instructions of the Administrator. Trust investments need not reflect the hypothetical investments selected by Participants under Section 7.1 for the purpose of adjusting Accounts and the earnings or investment results of the trust need not affect the hypothetical investment adjustments to Participant Accounts under the Plan.

ARTICLE 12 - PLAN ADMINISTRATION

12.1 **Powers and Responsibilities of the Administrator.** The Administrator has the full power and the full responsibility to administer the Plan in all of its details, subject, however, to the applicable requirements of ERISA. The Administrator’s powers and responsibilities include, but are not limited to, the following:

(a) To make and enforce such rules and procedures as it deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan, its interpretation thereof to be final, except as provided in Section 12.2, on all persons claiming benefits under the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(d) To administer the claims and review procedures specified in Section 12.2;

(e) To compute the amount of benefits which will be payable to any Participant, former Participant or Beneficiary in accordance with the provisions of the Plan;

(f) To determine the person or persons to whom such benefits will be paid;

(g) To authorize the payment of benefits;

(h) To comply with the reporting and disclosure requirements of Part 1 of Subtitle B of Title I of ERISA;

(i) To appoint such agents, counsel, accountants, and consultants as may be required to assist in administering the Plan;

(j) By written instrument, to allocate and delegate its responsibilities, including the formation of an administrative committee to administer the Plan.

12.2 Claims and Review Procedures.

(a) **Claims Procedure**. If any person believes he is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the person's right to bring a civil action following an adverse decision on review. Such notification will be given within 90 days (45 days in the case of a claim regarding Disability) after the claim is received by the Administrator. The Administrator may extend the period for providing the notification by 90 days (30 days in the case of a claim regarding Disability) if special circumstances require an extension of time for processing the claim and if written notice of such extension and circumstance is given to such person within the initial 90 day period (45 day period in the case of a claim regarding Disability). If such notification is not given within such period, the claim will be considered denied as of the last day of such period and such person may request a review of his claim.

(b) **Review Procedure**. Within 60 days (180 days in the case of a claim regarding Disability) after the date on which a person receives a written notification of denial of claim (or, if written notification is not provided, within 60 days (180 days in the case of a claim regarding Disability) of the date denial is considered to have occurred), such person (or his duly authorized representative) may (i) file a written request with the Administrator for a review of his denied claim and of pertinent documents and (ii) submit written issues and comments to the Administrator. The Administrator will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The notification will explain that the person is entitled to receive, upon request and free of charge, reasonable access to and copies of all pertinent documents and has the right to bring a civil action following an adverse decision on review. The decision on review will be made within 60 days (45 days in the case of a claim regarding Disability). The Administrator may extend the period for making the decision on review by 60 days (45 days in the case of a claim regarding Disability) if special circumstances require an extension of time for processing the request such as an election by the Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period (45 days in the case of a claim regarding Disability). If the decision on review is not made within such period, the claim will be considered denied.

(c) **Exhaustion of Claims Procedures and Right to Bring Legal Claim**. No action at law or equity shall be brought more than one (1) year after the Administrator's affirmation of a denial of a claim, or, if earlier, more than four (4) years after the facts or events giving rising to the claimant's allegation(s) or claim(s) first occurred.

12.3 Plan Administrative Costs. All reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator in administering the Plan shall be paid by the Plan to the extent not paid by the Employer.

ARTICLE 13 - MISCELLANEOUS

13.1 Unsecured General Creditor of the Employer. Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Employer. For purposes of the payment of benefits under the Plan, any and all of the Employer's assets shall be, and shall remain, the general, unpledged,

unrestricted assets of the Employer. Each Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.

13.2 Employer's Liability. Each Employer's liability for the payment of benefits under the Plan shall be defined only by the Plan and by the deferral elections entered into between a Participant and the Employer. An Employer shall have no obligation or liability to a Participant under the Plan except as provided by the Plan and a deferral election or agreements. An Employer shall have no liability to Participants employed by other Employers.

13.3 Limitation of Rights. Neither the establishment of the Plan, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving to the Participant or any other person any legal or equitable right against the Employer, the Plan or the Administrator, except as provided herein; and in no event will the terms of employment or service of the Participant be modified or in any way affected hereby.

13.4 Anti-Assignment. Except as may be necessary to fulfill a domestic relations order within the meaning of Code Section 414(p), none of the benefits or rights of a Participant or any Beneficiary of a Participant shall be subject to the claim of any creditor. In particular, to the fullest extent permitted by law, all such benefits and rights shall be free from attachment, garnishment, or any other legal or equitable process available to any creditor of the Participant and his or her Beneficiary. Neither the Participant nor his or her Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber, or assign any of the payments which he or she may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary to receive death benefits provided hereunder. Notwithstanding the preceding, the benefit payable from a Participant's Account may be reduced, at the discretion of the administrator, to satisfy any debt or liability to the Employer.

13.5 Facility of Payment. If the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Employer to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under State law for the care and control of such recipient. The receipt by such person or institution of any such payments therefore, and any such payment to the extent thereof, shall discharge the liability of the Employer, the Plan and the Administrator for the payment of benefits hereunder to such recipient.

13.6 Notices. Any notice or other communication to the Employer or Administrator in connection with the Plan shall be deemed delivered in writing if addressed to the Plan Sponsor at the following address: 8000 South Federal Way, Boise, ID 83707, and if either actually delivered at said address or, in the case or a letter, 5 business days shall have elapsed after the same shall have been deposited in the United States mails, first-class postage prepaid and registered or certified.

13.7 Tax Withholding. If the Employer concludes that tax is owing with respect to any deferral or payment hereunder, the Employer shall withhold such amounts from any payments due the Participant or from amounts deferred, as permitted by law, or otherwise make appropriate arrangements with the Participant or his Beneficiary for satisfaction of such obligation. Tax, for purposes of this Section 13.7 means any federal, state, local or any other governmental income tax, employment or payroll tax, excise tax, or any other tax or assessment owing with respect to amounts deferred, any earnings thereon, and any payments made to Participants under the Plan.

13.8 Indemnification.

(a) Each Indemnitee (as defined in Section 13.8(e)) shall be indemnified and held harmless by the Employer for all actions taken by him and for all failures to take action (regardless of the date of any such action or failure to take action), to the fullest extent permitted by the law of the jurisdiction in which the Employer is incorporated, against all expense, liability, and loss (including, without limitation, attorneys' fees, judgments, fines, taxes, penalties, and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Indemnitee in connection with any Proceeding (as defined in Subsection (e)). No indemnification pursuant to this Section shall be made, however, in any case where (1) the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness or (2) there is a settlement to which the Employer does not consent.

(b) The right to indemnification provided in this Section shall include the right to have the expenses incurred by the Indemnitee in defending any Proceeding paid by the Employer in advance of the final disposition of the Proceeding, to the fullest extent permitted by the law of the jurisdiction in which the Employer is incorporated; provided that, if such law requires, the payment of such expenses incurred by the Indemnitee in advance of the final disposition of a

Proceeding shall be made only on delivery to the Employer of an undertaking, by or on behalf of the Indemnitee, to repay all amounts so advanced without interest if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this Section or otherwise.

(c) Indemnification pursuant to this Section shall continue as to an Indemnitee who has ceased to be such and shall inure to the benefit of his heirs, executors, and administrators. The Employer agrees that the undertakings made in this Section shall be binding on its successors or assigns and shall survive the termination, amendment or restatement of the Plan.

(d) The foregoing right to indemnification shall be in addition to such other rights as the Indemnitee may enjoy as a matter of law or by reason of insurance coverage of any kind and is in addition to and not in lieu of any rights to indemnification to which the Indemnitee may be entitled pursuant to the by-laws of the Employer.

(e) For the purposes of this Section, the following definitions shall apply:

(i) "Indemnitee" shall mean each person serving as an Administrator (or any other person who is an employee, director, or officer of the Employer) who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding, by reason of the fact that he is or was performing administrative functions under the Plan.

(ii) "Proceeding" shall mean any threatened, pending, or completed action, suit, or proceeding (including, without limitation, an action, suit, or proceeding by or in the right of the Employer), whether civil, criminal, administrative, investigative, or through arbitration.

13.9 **Successors.** The provisions of the Plan shall bind and inure to the benefit of the Plan Sponsor, the Employer and their successors and assigns and the Participant and the Participant's designated Beneficiaries.

13.10 **Disclaimer.** It is the Plan Sponsor's intention that the Plan comply with the requirements of Code Section 409A. Neither the Plan Sponsor nor the Employer shall have any liability to any Participant should any provision of the Plan fail to satisfy the requirements of Code Section 409A.

13.11 **Governing Law.** The Plan will be construed, administered and enforced according to the laws of Delaware.

Executed this 28th day of February but effective March 1, 2017 except as otherwise expressly provided herein.

MICRON TECHNOLOGY, INC.

By:
Its:

EXHIBIT 31.1

RULE 13a-14(a) CERTIFICATION OF
CHIEF EXECUTIVE OFFICER

I, D. Mark Durcan, certify that:

1. I have reviewed this 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: March 28, 2017

/s/ D. Mark Durcan

D. Mark Durcan
Chief Executive Officer

EXHIBIT 31.2

RULE 13a-14(a) CERTIFICATION OF
CHIEF FINANCIAL OFFICER

I, Ernest E. Maddock, certify that:

1. I have reviewed this 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: March 28, 2017

/s/ Ernest E. Maddock

Ernest E. Maddock
Chief Financial Officer and Vice President, Finance

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 the Quarterly Report of Micron Technology, Inc. on Form 10-Q for the period ended March 2, 2017, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in 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: March 28, 2017

/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, Ernest E. Maddock, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Micron Technology, Inc. on Form 10-Q for the period ended March 2, 2017, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in 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: March 28, 2017

/s/ Ernest E. Maddock

Ernest E. Maddock
Chief Financial Officer and Vice President, Finance