

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
Under
The Securities Act of 1933

MICRON TECHNOLOGY, INC.
(Exact name of Registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

75-1618004
(I.R.S. Employer
Identification Number)

8000 South Federal Way
P.O. Box 6
Boise, Idaho 83707-0006
(208) 368-4000
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

W.G. Stover, Jr.
Vice President of Finance and Chief Financial Officer
Micron Technology, Inc.
8000 South Federal Way
Boise, Idaho 83707-0006
(208) 368-4000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
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650 Page Mill Road
Palo Alto, CA 94304
(650) 493-9300

Approximate date of commencement of proposed sale to the public:
From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. ☐

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be	Proposed	Proposed Maximum	Amount of
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	Registered	Maximum Offering Price Per Share(1)	Aggregate Offering Price	Registration Fee
Common Stock, \$0.10 par value per share	1,500,000	\$25.94	\$38,910,000	\$3,580

- (1) The Proposed Maximum Offering Price Per Share was estimated pursuant to Rule 457(c) under the Securities Act of 1933, as amended, solely for the purpose of calculating the registration fee. The computation is based upon the average of the high and low price of the common stock as reported on the New York Stock Exchange on May 15, 2002 because the price at which such shares of common stock may be offered for resale by the selling stockholder is not currently determinable.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission acting pursuant to said Section 8(a) may determine.

The information in this prospectus is not complete and may be changed. The selling stockholder may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated May 17, 2002

Preliminary Prospectus

Micron Technology, Inc.

1,500,000 Shares of Common Stock

This prospectus covers 1,500,000 shares of our common stock, \$0.10 par value per share, that the selling stockholder, Dominion Semiconductor, L.L.C., may offer at one or more times for its own account. We will not receive any of the proceeds from the sales. The selling stockholder will bear all sales commissions and similar expenses. We will bear all of the other expenses of the registration and offering of the shares. None of the offered shares have been registered prior to the filing of the registration statement of which this prospectus is a part.

Shares of our common stock are quoted on the New York Stock Exchange under the symbol "MU." The last reported sale price of the common stock on May 16, 2002 was \$26.01 per share.

Investing in our common stock involves risks. See "Risk Factors" beginning on page 2 to read about risk factors you should consider before buying our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2002.

You should rely only on the information incorporated by reference or provided in this prospectus or a prospectus supplement or amendment. We have not authorized anyone else to provide you with different information. The selling stockholder may use this document only where it is legal to sell the shares. You should not assume the information in this prospectus or a prospectus supplement or amendment is accurate as of any date other than the date on the front of the documents.

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INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by us with the Securities and Exchange Commission, or the "SEC," are incorporated by reference into, and are attached to and made part of, this prospectus:

- our Annual Report on Form 10-K for the year ended August 30, 2001;
- our Quarterly Reports on Form 10-Q for the quarters ended November 29, 2002 and February 28, 2002; and
- the description of our common stock contained in our registration statement on Form 8-A (No. 1-10658), declared effective by the SEC on November 28, 1990, including any amendments or reports filed for the purpose of updating such description.

You may request a copy of these filings, at no cost, upon writing or telephoning us at the following:

Micron Technology, Inc.
8000 South Federal Way
Boise, Idaho 83716-9632
Attn: General Counsel
(208) 368-4000

We are also incorporating by reference all documents filed with the SEC by us pursuant to sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 subsequent to the date hereof and prior to termination of the offering made hereby. All filings we file pursuant to the Exchange Act after the date of the initial registration statement and prior to the effectiveness of the registration statement shall also be deemed to be incorporated by reference into this prospectus. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement.

Our common stock is quoted on the New York Stock Exchange. You may inspect reports and other information concerning us at the offices of the New York Stock Exchange, 11 Wall Street, New York, New York 10005.

SUMMARY

Because this is a summary, it may not contain all the information that may be important to you. You should read this entire prospectus and all of the documents incorporated by reference in this prospectus before making an investment decision. When used in this prospectus, unless the context requires otherwise, the terms "we," "our" and "us" refer to Micron Technology, Inc. and its subsidiaries.

Micron Technology, Inc.

We principally design, develop, manufacture and market semiconductor memory products. Our semiconductor operations focus primarily on the design, development and manufacture of leading edge semiconductor memory products.

Dynamic Random Access Memory ("DRAM") is our primary semiconductor memory product. A DRAM is a high density, low-cost random access memory component that stores digital information and provides high-speed storage and retrieval of data. DRAMs are the most widely used memory component in computer systems. Our DRAM products include:

- Synchronous DRAM ("SDRAM") is a memory product that operates faster than legacy DRAMs. By the addition of a clock input that synchronizes operations, SDRAMs allow a PC to transfer data at faster rates.
- Double Data Rate SDRAM ("DDR SDRAM") is a higher bandwidth memory product that leverages existing SDRAM technology to increase a memory chip's data throughput.

In addition to our DRAM memory products, we also produce Static Random Access Memory ("SRAM") and Flash Memory products:

- SRAM products perform memory functions in a manner similar to DRAM, but do not require the memory to be electronically refreshed and operate faster than DRAM. We produce SRAMs for use in applications that require a buffer of high speed memory between the central processor unit and the main DRAM memory.
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Flash products retain memory content when the power is turned off. Flash products are used in digital cellular phones, networking applications, workstations, servers and PCs.

Recent Developments

Hynix Semiconductor, Inc.

On December 2, 2001, we announced we were engaged in discussions with Hynix Semiconductor, Inc. regarding a possible acquisition of Hynix's semiconductor memory business. On May 2, 2002, we announced that we had withdrawn from the discussions with Hynix.

Toshiba Corporation/Dominion Semiconductor, L.L.C.

On April 22, 2002, we acquired Toshiba Corporation's commodity DRAM operations at Dominion Semiconductor, L.L.C., a subsidiary of Toshiba Corporation of Japan located in Manassas, Virginia. We paid \$250 million in cash and issued 1.5 million shares of our common stock to Toshiba in exchange for the Dominion DRAM assets.

We were originally incorporated in Idaho in 1978. In 1984, we were reincorporated in Delaware. Our executive offices are located at 8000 South Federal Way, Boise, Idaho 83716-9632, and our telephone number is (208) 368-4000. Our website is located at www.micron.com. The information contained or incorporated in our website is not part of this prospectus.

RISK FACTORS

Please keep these risk factors in mind when you read "forward-looking" statements elsewhere in this prospectus and in the documents incorporated herein by reference. These are statements that relate to our expectations for future events and time periods. Generally, the words, "anticipate," "expect," "intend" and similar expressions identify forward-looking statements. Forward-looking statements involve risks and uncertainties, and future events and circumstances could differ significantly from those anticipated in the forward-looking statements. We assume no obligation to update any such forward-looking statements or reasons why actual results may differ.

You should carefully consider the risks described below before participating in this offering. If any of the following risks actually occur, our business, financial condition and operating results could be materially adversely affected, the trading price of our common stock could decline, and you might lose all or part of your investment. You should also review the other information contained in this prospectus or the documents incorporated by reference into this prospectus. All period references in this section are to our fiscal periods unless otherwise indicated.

If average selling prices for our memory products do not exceed costs, we would expect to incur losses

Although average selling prices for our memory products were higher in the second quarter of 2002 than in the first quarter of 2002, prices in the second quarter and first six months of 2002 decreased 58% and 78%, respectively, compared to the second quarter and first six months of 2001. In four of the last five fiscal years we experienced the following decreases in average selling prices: 60% in 2001, 37% in 1999, 60% in 1998 and 75% in 1997. We are unable to predict pricing conditions for any future period.

In recent quarters, average selling prices for our memory products have been below our manufacturing costs, and accordingly our results of operations, cash flows and financial condition have been adversely affected. If average selling prices are below costs in future periods, we would expect to incur losses on product sales. To the extent the estimated market value of products held in finished goods and work in process inventories at a quarter end date is below the cost of these products, we would recognize a charge against operations to write down the carrying value of inventory to market value.

If average selling prices of memory products do not improve, we may not be able to generate sufficient cash flows to fund our operations and make adequate capital investments

Our cash flows from operations depend primarily on average selling prices and per megabit manufacturing costs. In recent quarters average selling prices have been below our manufacturing costs. To develop new product and process technologies, support future growth, achieve operating efficiencies and maintain product quality, we must invest significant capital in manufacturing technology, facilities and capital equipment, research and development, and product and process technology. If average selling prices do not improve, we may not be able to generate sufficient cash flows to fund our operations and make adequate capital investments.

We are dependent on the personal computer ("PC") market as most of the memory products we sell are used in PCs or peripherals. If the growth rate of either PCs sold or the amount of memory included in each PC decreases, sales of our memory products could decrease

We have historically sold most of our memory products to PC or peripheral markets. DRAMs are the most widely used semiconductor memory components in PCs. In recent quarters, the growth rate of PCs sold has slowed or declined. If we experience a sustained reduction in the growth rate of either PCs sold or the average amount of memory included in each PC, sales of our memory products could decrease, and our results of operations, cash flows and financial condition could be adversely affected.

The semiconductor memory industry is highly competitive

The semiconductor memory industry is highly competitive. We face intense competition from a number of companies, including Hynix Semiconductor Inc., Infineon Technologies AG and Samsung Semiconductor, Inc. Some of these competitors are large corporations or conglomerates that may have greater resources

to withstand downturns in the semiconductor memory market, invest in technology and capitalize on growth opportunities. Like us, these competitors aggressively seek to improve yields, reduce die size and decrease mask levels in their product designs. These factors have significantly increased worldwide supply and put downward pressures on prices.

We are currently engaged in discussions with other parties relating to possible acquisitions or other transactions

From time to time we engage in discussions with other parties relating to possible acquisitions or other transactions. In this regard, we recently acquired Toshiba's commodity DRAM operations at Dominion Semiconductor L.L.C., a subsidiary of Toshiba Corporation of Japan located in Manassas, Virginia. There can be no assurance that we will successfully integrate these operations or other acquired operations. The success of these operations and other acquired operations is dependent on our ability to operate them in a cost-effective manner. There can be no assurance that we will be successful in achieving the same level of manufacturing efficiencies in the Virginia facilities or other acquired facilities as has been achieved in our other facilities.

We expect to make future acquisitions where advisable, which involve numerous risks

We expect to make future acquisitions where we believe it is advisable to enhance our market position. Acquisitions involve numerous risks, including the following:

- increasing our exposure to changes in average selling prices for semiconductor memory products;
- difficulties in integrating the operations, technologies, and products of the acquired companies;
- increasing capital expenditures to upgrade and maintain facilities;
- increasing debt to finance any acquisition;
- diverting management's attention from normal daily operation;
- managing larger operations and facilities and employees in separate geographic areas; and
- hiring and retaining key employees.

Mergers and acquisitions of high-technology companies are inherently risky, and previous or future acquisitions may not be successful and may materially adversely affect our results of operations, cash flows or financial condition.

If any one of our major PC customers significantly reduces its purchases of DRAM from us, our results of operations, cash flows and financial condition could be adversely affected

We supply several major PC customers with more than 30% of their memory requirements. Aggregate sales to three of our PC customers approximated 30% of our net sales in the second quarter of 2002. If any one of our major PC customers significantly reduces its purchases of DRAM from us, our results of operations, cash flows and financial condition could be adversely affected.

Increased worldwide DRAM production could lead to further declines in average selling prices for DRAM

We and our competitors constantly seek to improve yields, reduce die size and use fewer manufacturing steps. These improvements increase worldwide supply of DRAM. In addition, we and several of our competitors are evaluating plans to manufacture, or have begun to manufacture, semiconductors in facilities that process 300-millimeter ("300mm") wafers. 300mm wafers have approximately 130% greater usable surface area than 200mm wafers, the current industry standard. The widespread use of 300mm wafers in the industry, which is expected to occur within the next two to five years, could lead to a significant increase in the worldwide supply of DRAM. Increases in worldwide supply of DRAM also result from DRAM fab capacity expansions, either by way of new facilities, increased capacity utilization or reallocation of other semiconductor production to DRAM production. Increases in worldwide supply of DRAM, if not offset by increases in demand, could lead to further declines in average selling prices for our products and adversely affect our results of operations, cash flows and financial condition.

Current economic and political conditions may harm our business

Global economic conditions and the effects of terrorist actions or military actions may cause significant disruptions to worldwide commerce. If these disruptions result in delays or cancellations of customer orders, a decrease in corporate spending on information technology or our inability to effectively market, manufacture or ship our products, our results of operations, cash flows and financial condition could be adversely affected. In addition, our ability to raise capital for capital expenditures, research and development and ongoing operations is dependent upon ready access to capital markets. During times of adverse global economic and political conditions, accessibility to capital markets could decrease. If we are unable to access the capital markets over an extended period of time, we may be unable to invest in capital expenditures, fully carry out our research and development efforts and fund operations, which could materially adversely affect our results of operations, cash flows and financial condition.

If our TECH Semiconductor Singapore Pte. Ltd., or "TECH", joint venture experiences financial difficulty, or if our supply of memory products from TECH is disrupted, our results of operations, cash flows and financial condition could be adversely affected

TECH supplied in excess of 20% of our total megabits of memory produced in the first six months of 2002. We have agreements to purchase all of the production from TECH subject to specific terms and conditions. Any reduction in supply could adversely affect our results of operations, cash flows and financial condition. TECH has historically been required to seek additional external financing to fund its ongoing operations and transition to next generation technologies. We have pledged \$50 million as cash collateral for TECH's fully-drawn line of credit. As of February 28, 2002, we had remaining unamortized costs of \$85 million included in noncurrent assets relating to the supply arrangement to purchase product from TECH. We may be required to write off part or all of these capitalized costs in the event supply from TECH is reduced.

We may not be able to maintain or reduce per megabit manufacturing costs at the same rate as we have in the past

In recent years, we have decreased per megabit manufacturing costs through improvements in our manufacturing processes, including reducing the die size of our existing products. In future periods, we may not be able to maintain our per megabit manufacturing costs or reduce costs at historical rates.

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Our ability to maintain or reduce per megabit manufacturing costs in future periods may be affected by the following:

- our ability to successfully implement product and process technology upgrades;
- our manufacturing yields may decrease as we implement more complex technologies, or
- our ability to ramp the latest reduced die size versions of existing devices or new generation devices.

An adverse determination that our products and processes infringe the intellectual property rights of others could adversely affect our results of operations, cash flows and financial condition

From time to time, others have asserted, and may in the future assert, that our products or processes infringe their product or process technology rights. In this regard, we are currently engaged in litigation with Rambus, Inc. ("Rambus") relating to certain of Rambus' patents and certain of our claims and defenses. Lawsuits between Rambus and us are pending in the United States, Germany, France, the United Kingdom and Italy. On August 28, 2000, we filed a declaratory judgment action against Rambus in the U.S. District Court for the District of Delaware. On February 1, 2001, we amended our complaint. Pursuant to our complaint, we are seeking (1) relief under the federal antitrust laws for violations by Rambus of Section 2 of the Sherman Act; (2) a declaratory judgment that (a) certain Rambus patents are not infringed, are invalid and/or are unenforceable, (b) we have an implied license to Rambus' patents, and (c) Rambus is estopped from enforcing its patents against us because of its conduct in the Joint Electron Device Engineering Council standards setting body; and (3) damages and declaratory relief for Rambus' breach of contract, fraud, deceptive trade practices, negligent misrepresentation, and conduct requiring the application of equitable estoppel. On February 15, 2001, Rambus filed an Answer and Counterclaim. Rambus denies that we are entitled to relief and has alleged willful infringement by us of eight Rambus patents. We cannot predict the outcome of these suits. A determination that our manufacturing processes or products infringe the product or process rights of others 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 results of operations, cash flows and financial condition.

We have a number of patent and 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.

If we are unable to successfully transition our operations to 300mm wafer manufacturing processes, the results of our results of operations, cash flows and financial condition would be adversely affected

We have in the past reduced our per megabit manufacturing costs by transitioning to larger wafer sizes. By transitioning to larger wafers, we should be able to produce significantly more die for each wafer at a slightly higher cost for each wafer, in part resulting in substantially reduced costs for each die. Several of our competitors are evaluating plans, or have begun, to shift part or all of their memory manufacturing operations to 300mm wafers. If these competitors are able to transition operations to 300mm wafers before us, we would be at a cost disadvantage. Our transition to 300mm wafer processing will require us to make substantial capital investments, which will depend on our ability to generate funds from operations or to obtain funds from external sources. We may also experience disruptions in manufacturing operations and reduced yields during our transition to larger wafer sizes. If we are unable to successfully transition to 300mm wafer processing at the appropriate time, our results of operations, cash flows and financial condition could be adversely affected.

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We face risks associated with our foreign sales and operations that could adversely affect our results of operations, cash flows and financial condition

Foreign sales approximated 50% of our consolidated net sales in the second quarter of 2002. In addition, we have or support manufacturing operations in Italy, Japan, Scotland and Singapore. Our foreign sales and foreign operations are subject to a variety of risks, including:

- currency fluctuations, export duties, changes to import and export regulations, and restrictions on the transfer of funds;
- 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; and
- compliance with a variety of foreign laws.

These factors may adversely affect our results of operations, cash flows and financial condition.

Disruptions in our supply of raw materials could adversely affect our results of operations, cash flows and financial position

Our operations require raw materials that meet exacting standards. We generally have multiple sources of supply for our raw materials. However, only a limited number of suppliers are capable of delivering certain raw materials that meet our standards. Various factors could reduce the availability of the raw materials we use such as silicon wafers, photomasks, chemicals, gases, lead frames and molding compound. In addition, any transportation problems could delay our receipt of raw materials. Although raw materials shortages or transportation problems have not interrupted our operations in the past, shortages may occur from time to time in the future. Lead times for the supply of raw materials have been extended in the past. If our supply of raw materials is disrupted or our lead times extended, our results of operations, cash flows and financial condition could be adversely affected.

If our manufacturing process is disrupted, our results of operations, cash flows and financial condition could be 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 can reduce yields or disrupt production and may increase our per megabit manufacturing costs. Additionally, if production at a fabrication facility is disrupted for any reason, we may be unable to meet our customers' requirements and they may purchase products from other suppliers. The resulting loss of revenues and damage to our customer relationships could be significant.

Products that do not meet specifications or that contain, or are rumored to contain, defects or that are otherwise incompatible with end uses could impose significant costs on us or otherwise adversely affect our results of operations

Because the design and production process for semiconductor memory is highly complex, it is possible that we may produce products that do not comply with customer specifications, contain defects or are otherwise incompatible with end uses. If, despite design review, quality control and product qualification procedures, problems with nonconforming, defective or incompatible products occur after we have shipped such products, we could be adversely affected in the following ways:

- we may need to replace product or otherwise compensate customers for costs incurred or damages caused by defective or incompatible product; and

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- we may encounter adverse publicity, which could cause a decrease in sales of our products.

Our stock price has been volatile and our stock price may fluctuate in the future

In the past, our common stock price has fluctuated significantly. This could continue as we or our competitors announce new products, our customers' results fluctuate, average selling prices for our semiconductor memory products change, conditions in our industry change or investors change their sentiment toward technology stocks.

In addition, fluctuations in our stock price and our price-to-earnings multiple may have made our stock attractive to momentum, hedge or day-trading investors who often shift funds into and out of stocks rapidly, exacerbating price fluctuations in either direction.

Securities we issue could dilute your ownership

We may decide in the future to raise additional funds through the issuance of equity or convertible debt securities. If we raise funds by issuing equity or convertible debt securities, the percentage ownership of current stockholders will be reduced. We may not obtain sufficient financing on terms that are favorable to you or us.

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FORWARD-LOOKING STATEMENTS

Some of the statements under "Risk Factors" and elsewhere in this prospectus or the documents incorporated by reference herein constitute forward-looking statements. These statements involve known and unknown risks, uncertainties, and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any anticipated future results, levels of activity, performance or achievements. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue" or the negative of these terms or other comparable terminology.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of these statements. We are under no duty to update any of the forward-looking statements after the date of this prospectus to conform these statements to actual results.

USE OF PROCEEDS

The selling stockholder will receive all of the proceeds from any shares sold pursuant to this prospectus.

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DESCRIPTION OF CAPITAL STOCK

General

Our authorized capital stock consists of 3,000,000,000 shares of common stock, \$0.10 par value ("common stock"). As of May 15, 2002, there were approximately 603.5 million shares of common stock issued and outstanding. The following summary is qualified in its entirety by reference to our certificate of

incorporation and bylaws.

Common Stock

The holders of common stock are entitled to one vote per share on all matters to be voted upon by the stockholders and are entitled to cumulative voting in the election of directors. Subject to preferences that may be applicable to any future preferred stock or any other senior equity, the holders of common stock are entitled to receive ratably such dividends, if any, as may be declared from time to time by the board of directors out of funds legally available therefor. In the event of a liquidation, dissolution or winding up of us, the holders of common stock are entitled to share ratably in all assets remaining after payment of liabilities, subject to prior rights of preferred stock, if any, then outstanding. The common stock has no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions available to the common stock. All outstanding shares of common stock are fully paid and nonassessable.

Anti-Takeover Effects of Delaware Law

We are subject to the provisions of Section 203 of the Delaware General Corporation Law, which, subject to certain exceptions, prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years following the time that such stockholder became an interested stockholder, unless:

- (1) prior to such time, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder,
- (2) upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding those shares owned: by persons who are directors and also officers, and by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or
- (3) at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66% of the outstanding voting stock that is not owned by the interested stockholder.

Section 203 defines "business combination" to include:

- (1) any merger or consolidation involving the corporation and the interested stockholder,
- (2) any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder,
- (3) subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder,

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- (4) any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder, or
- (5) the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an "interested stockholder" as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by such entity or person.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Wells Fargo Bank Minnesota, N.A.

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SELLING STOCKHOLDER

We originally issued 1,500,000 shares of our common stock to the selling stockholder, Dominion Semiconductor, L.L.C., on April 22, 2002 in connection with our acquisition of Toshiba's commodity DRAM operations at Dominion Semiconductor, L.L.C., a subsidiary of Toshiba Corporation of Japan located in Manassas, Virginia. The shares of common stock were issued in transactions exempt from registration under the Securities Act. The selling stockholder may from time to time offer and sell the common stock pursuant to this prospectus.

The following table contains information as of May 15, 2002, with respect to the selling stockholder and the number of shares of common stock beneficially owned by it that may be offered using this prospectus.

Name	Number of Shares of Common Stock Beneficially Owned Prior to the Offering (1)		Number of Shares of Common Stock That May Be Sold in the Offering	Number of Shares of Common Stock Beneficially Owned After the Offering (2)	
	Number	Percentage		Number	Percentage

Dominion Semiconductor, L.L.C.	1,500,000	*	1,500,000	0	0
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* Less than 1%.

- (1) Calculated based on Rule 13d-3(d)(1)(i) of the Exchange Act using 603,544,439 shares of common stock outstanding as of May 15, 2002.
- (2) Assumes the sale of all shares of common stock that may be sold in the offering.

We prepared this table based on the information supplied to us by the selling stockholder named in the table.

The selling stockholder listed in the above table may have sold or transferred, in transactions exempt from the registration requirements of the Securities Act, some or all of its shares of common stock since the date on which the information in the above table is presented. Information about the selling stockholder may change over time. Any changed information will be set forth in prospectus supplements.

Because the selling stockholder may offer all or some of its common stock from time to time, we cannot estimate the amount of common stock that will be held by the selling stockholder upon the termination of any particular offering. See "Plan of Distribution."

PLAN OF DISTRIBUTION

We will not receive any of the proceeds of the sale of the common stock offered by this prospectus. The common stock may be sold from time to time to purchasers:

- directly by the selling stockholder;
- through underwriters, broker-dealers or agents who may receive compensation in the form of discounts, concessions or commissions from the selling stockholder or the purchasers of the common stock.

The selling stockholder and any such broker-dealers or agents who participate in the distribution of the common stock may be deemed to be "underwriters." As a result, any profits on the sale of the common stock by selling stockholder and any discounts, commissions or concessions received by any such broker-dealers or agents might be deemed to be underwriting discounts and commissions under the Securities Act. If the selling stockholder was to be deemed an underwriter, the selling stockholder may be subject to certain statutory liabilities of, including, but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Exchange Act.

If the common stock is sold through underwriters or broker-dealers, the selling stockholder will be responsible for underwriting discounts or commissions or agent's commissions.

The common stock may be sold in one or more transactions at:

- fixed prices;
- prevailing market prices at the time of sale;
- varying prices determined at the time of sale; or
- negotiated prices.

These sales may be effected in transactions:

- on any national securities exchange or quotation service on which the common stock may be listed or quoted at the time of the sale, including the New York Stock Exchange;
- in the over-the-counter market;
- in transactions otherwise than on such exchanges or quotation services or in the over-the-counter market; or
- through the writing of options.

These transactions may include block transactions or crosses. Crosses are transactions in which the same broker acts as an agent on both sides of the trade.

In connection with sales of the common stock, the selling stockholder may enter into hedging transactions with broker-dealers. These broker-dealers may in turn engage in short sales of the common stock in the course of hedging their positions. The selling stockholder may also sell the common stock short and deliver common stock to close out short positions, or loan or pledge common stock to broker-dealers that in turn may sell the common stock.

To our knowledge, there are currently no plans, arrangement or understandings between the selling stockholder and any underwriter, broker-dealer or agent regarding the sale of the common stock by the selling stockholder. The selling stockholder may not sell any or all of the common stock offered by it pursuant to this prospectus. In addition, we cannot assure you that the selling stockholder will not transfer, devise or gift the common stock by other means not described in this prospectus.

There can be no assurance that the selling stockholder will sell any or all of the common stock pursuant to this prospectus. In addition, any common stock covered by this prospectus that qualify for sale pursuant to Rule 144 or Rule 144A of the Securities Act may be sold under Rule 144 or Rule 144A rather than pursuant to this prospectus.

The selling stockholder and any other person participating in such distribution will be subject to the Exchange Act. The Exchange Act rules include, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the common stock by the selling stockholder and any other such person. In addition, Regulation M of the Exchange Act may restrict the ability of any person engaged in the distribution of the common stock to engage in market-making activities with respect to the particular common stock being distributed for a period of up to five business days prior to the commencement of such distribution. This may affect the marketability of the common stock and the ability of any person or entity to engage in market-making activities with respect to the common stock. Pursuant to the registration rights agreement filed as an exhibit to this registration statement, we and the selling stockholder will be indemnified by the other against certain liabilities, including certain liabilities under the Securities Act or will be entitled to contribution in connection with these liabilities.

We have agreed to pay substantially all of the expenses incidental to the offering and sale of the common stock to the public other than commissions, fees and discounts of underwriters, brokers, dealers and agents.

VALIDITY OF COMMON STOCK

The validity of the issuance of the shares of our common stock to be offered by the selling stockholder will be passed upon for us by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended August 30, 2001 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

AVAILABLE INFORMATION

We are subject to the informational requirements of the Securities Exchange Act of 1934 and, in accordance therewith, we file reports and other information with the SEC. Such reports and other information can be inspected and copied at the SEC's Public Reference Room, 450 Fifth Street, N.W., Washington D.C. 20549. Information on the operation of the Public Reference Room may be obtained by calling the SEC at 1-800-SEC-0330. Copies of such material can be obtained from the Public Reference Section of the SEC at prescribed rates. Such material may also be accessed electronically by means of the SEC's home page on the Internet (<http://www.sec.gov>).

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 14. *Other Expenses of Issuance and Distribution*

The following table sets forth the expenses, other than any underwriting discount and commissions, in connection with the issuance and distribution of the securities being registered, all of which will be paid by the registrant. All amounts indicated are estimates (other than the registration fee):

Registration fee	\$	3,580
Accounting fees and expenses		20,000
Printing and engraving		5,000
Legal fees and expenses of the registrant		25,000
Miscellaneous		13,000
		<hr/>
Total	\$	66,580
		<hr/>

Item 15. *Indemnification of Directors and Officers*

Section 145 of the Delaware General Corporation Law ("Delaware Law") authorizes a court to award or a corporation's board of directors to grant indemnification to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended. The registrant's Bylaws provide for mandatory indemnification of its directors, officers, employees and other agents to the maximum extent permitted by Delaware law. The registrant has entered into indemnification agreements with its directors and certain of its officers. The indemnification agreements provide the registrant's directors and elected officers with further indemnification to the maximum extent permitted by Delaware law.

Item 16. *Exhibits*

The following exhibits are filed herewith or incorporated by reference herein:

Exhibit Number	Exhibit Title
3.1	Restated Certificate of Incorporation of the Company, as amended. (1)
3.2	Bylaws of the Company, as amended. (2)
4.1	Registration Rights Agreement, dated as of April 22, 2002, by and between Micron Technology, Inc. and Dominion Semiconductor, L.L.C.
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
23.1	Consent of PricewaterhouseCoopers LLP, independent accountants.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
24.1	Power of Attorney of certain directors and officers of Micron Technology, Inc. (see page II-4 of initial filing of this Form S-3).

(1) Incorporated by reference to Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2001.

(2) Incorporated by reference to Quarterly Report on Form 10-Q for the fiscal quarter ended December 2, 1999.

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Item 17. Undertakings

1. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that the undertakings set forth in clauses (i) and (ii) above shall not apply if the information required to be included in a post-effective amendment by these clauses is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned registrant hereby undertakes, that, for purposes of determining any liability under the Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 15 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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4. The undersigned registrant hereby undertakes that:

(a) For purposes of determining any liability under the Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(b) For the purpose of determining any liability under the Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Boise, State of Idaho, on May 17, 2002.

MICRON TECHNOLOGY, INC.

By: /s/ W.G. STOVER, JR.

W.G. Stover, Jr.
Vice President of Finance and Chief Financial Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Steven R. Appleton and W. G. Stover, Jr., and each of them individually, as his true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities to sign the registration statement filed herewith and any or all amendments to said registration statement (including post-effective amendments and registration statements filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended and otherwise), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission granting unto said attorneys-in-fact and agents the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the foregoing, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or her substitute, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, on May 17, 2002 this registration statement has been signed by the following persons in the capacities indicated:

Name	Title	Date
/s/ STEVEN R. APPLETON Steven R. Appleton	Chairman of the Board of Directors, Chief Executive Officer and President (Principal Executive Officer)	May 17, 2002
/s/ W.G. STOVER, JR. W.G. Stover, Jr.	Vice President of Finance and Chief Financial Officer (Principal Financial Officer)	May 17, 2002
/s/ JAMES W. BAGLEY James W. Bagley	Director	May 17, 2002
/s/ ROBERT A. LOTHROP Robert A. Lothrop	Director	May 17, 2002

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/s/ THOMAS T. NICHOLSON Thomas T. Nicholson	Director	May 17, 2002
/s/ DON J. SIMPLOT Don J. Simplot	Director	May 17, 2002
/s/ GORDON C. SMITH Gordon C. Smith	Director	May 17, 2002

William P. Weber

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EXHIBIT INDEX

Exhibit Number	Exhibit Title
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5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
23.1	Consent of PricewaterhouseCoopers LLP, independent accountants.
23.2	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
24.1	Power of Attorney of certain directors and officers of Micron Technology, Inc. (see page II-4 of initial filing of this Form S-3).

(1) Incorporated by reference to Quarterly Report on Form 10-Q for the fiscal quarter ended May 31, 2001.

(2) Incorporated by reference to Quarterly Report on Form 10-Q for the fiscal quarter ended December 2, 1999.

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STOCK RIGHTS AND RESTRICTIONS AGREEMENT

By and Between

MICRON TECHNOLOGY, INC.

and

DOMINION SEMICONDUCTOR L.L.C.

Dated as of April 22, 2002

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STOCK RIGHTS AND RESTRICTIONS AGREEMENT

THIS STOCK RIGHTS AND RESTRICTIONS AGREEMENT (this "**Agreement**") is made as of April 22, 2002, by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("**Micron**"), and DOMINION SEMICONDUCTOR L.L.C., a Virginia limited liability company ("**DSC**").

RECITALS

A. Pursuant to the terms of the Acquisition Agreement, dated as of April 13, 2002 (the "**Acquisition Agreement**"), by and among Micron, Toshiba Corporation, a company organized under the laws of Japan ("**Toshiba**," each of Toshiba and DSC being sometimes referred to herein as a "**Seller**" and,

collectively, as the "**Sellers**") and DSC, Micron is acquiring the Transferred Assets (as defined in the Acquisition Agreement) and assuming the Transferred Liabilities (as defined in the Acquisition Agreement).

B. Pursuant to the terms of the Acquisition Agreement, Micron is issuing to DSC as of the date hereof One Million Five Hundred Thousand (1,500,000) shares of Micron common stock, par value \$0.10 per share (the "**Common Stock**") (such shares and any shares of Common Stock issued with respect to such shares upon a stock split, stock dividend, reclassification or other similar event, the "**Shares**").

C. The Acquisition Agreement provides for the execution and delivery of this Agreement at the closing of the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties and covenants set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 *Certain Definitions.* As used in this Agreement:

- (a) "**Acquisition Agreement**" has the meaning set forth in the recitals hereto.
- (b) "**Agreement**" has the meaning set forth in the recitals hereto.
- (c) "**Beneficial ownership**" or "**beneficial owner**" has the meaning provided in Rule 13d-3 promulgated under the Exchange Act.
- (d) "**Business Day**" means a day other than a Saturday, Sunday or other day on which the New York Stock Exchange does not conduct regular trading.
- (e) "**Change of Control**" means the occurrence of either of the following: (i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Micron and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to one or more subsidiaries of Micron, or (ii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above) becomes the beneficial owner (as defined in Section 13(d)(3) and Section 13(d)(5) of the Exchange Act), directly or indirectly, of more than 50% of the voting stock of Micron, measured by voting power rather than number of shares.
- (f) "**Closing Date**" means the date of the closing of the transactions contemplated by the Acquisition Agreement.
- (g) "**Closing Price**" means, with respect to the Common Stock of Micron, for any day, the reported last sales price regular way per share or, in case no such reported sale takes place on such day, the average of the reported closing bid and asked prices regular way, in either case (i) on the New York Stock Exchange as reported in The Wall Street Journal (or other similar newspaper) for New York Stock Exchange Composite Transactions or, if the Common Stock is not

listed or admitted to trading on such Exchange, on the principal (as determined by Micron's Board of Directors) national securities exchange on which the Common Stock is listed or admitted to trading or (ii) if not listed or admitted to trading on any national securities exchange, on the Nasdaq National Market. If the Common Stock is not listed or admitted to trading on any national securities exchange or quoted on the Nasdaq National Market, the Closing Price for purposes of this Agreement shall be \$0.00.

- (h) "**Common Stock**" has the meaning set forth in the recitals hereto.
- (i) "**Distribution Notice**" has the meaning set forth in Section 2.1(b).
- (j) "**Distribution Request**" has the meaning set forth in Section 2.1(b).
- (k) "**DSC**" has the meaning set forth in the introductory paragraph hereof.
- (l) "**Early Termination Date**" has the meaning set forth in Section 4.1.
- (m) "**Effectiveness Period**" has the meaning set forth in Section 2.1(a).
- (n) "**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.
- (o) "**Indemnified Party**" has the meaning set forth in Section 2.4(c).
- (p) "**Indemnifying Party**" has the meaning set forth in Section 2.4(c).
- (q) "**Micron**" has the meaning set forth in the introductory paragraph hereof.
- (r) "**Per Share Price**" means initially a price of \$45 per share of Common Stock, which price shall be subject to adjustment as set forth in the next sentence. In case Micron shall pay or make a dividend or other distribution on all shares of its Common Stock payable in shares of Common Stock, or in the case of any subdivision or combination of the outstanding shares of Common Stock, then the Per Share Price shall be proportionately increased or decreased by multiplying the then effective Per Share Price by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business prior to such dividend, stock split or combination, and the denominator of which shall be the total number of shares of Common Stock outstanding after giving effect to such dividend, stock split or combination, such increase or decrease to become effective immediately after the opening of business on the day following the day upon which such dividend, stock split or combination becomes effective.

(s) "**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or any governmental agency, court, authority or other body (whether foreign, federal, state, local or otherwise).

(t) "**Prospectus**" means the prospectus included in the Shelf Registration Statement, as amended or supplemented by any amendment or supplement, including post-effective amendments, and all materials incorporated by reference or deemed explicitly to be incorporated by reference in such Prospectus.

(u) "**Register**," "**registered**" and "**registration**" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

(v) "**Registrable Securities**" means the Shares (including any shares of Common Stock issued with respect to such Shares upon a stock split, stock dividend, reclassification, merger or other similar event) received by DSC pursuant to the Acquisition Agreement; *provided, however*, that such Shares shall cease to be Registrable Securities upon the earlier to occur of the following: (i) the last day of the Effectiveness Period, (ii) when a registration statement registering such Shares under the Securities Act has been declared or becomes effective and such Shares have been sold or otherwise transferred by DSC pursuant to an effective registration statement (including the Shelf Registration Statement), (iii) when such Shares have been transferred in compliance with

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Rule 144 or are transferable pursuant to paragraph (k) of Rule 144, or (iv) when such Shares shall cease to be outstanding.

(w) "**Registration Expenses**" has the meaning set forth in Section 2.3.

(x) "**Related Agreements**" has the meaning set forth in the Acquisition Agreement.

(y) "**Repurchase Date**" means any of the following: (a) October 21, 2003, (b) the tenth Business Day after the first time the following conditions are met (i) DSC has delivered a Distribution Request to Micron pursuant to Section 2.1(b) hereof, (ii) the total number of days during which a Suspension Condition continues in effect after notice thereof to DSC by Micron in response to a Distribution Request, or otherwise, exceeds 90 and (iii) the Closing Price of Common Stock is at or above the Per Share Price for at least 10 Trading Days in a 20 consecutive Trading Day period commencing after the 60th day of such Suspension Condition and such Suspension Condition is continuing during such period, or (c) the tenth Business day after consummation of a Change of Control.

(z) "**Repurchase Notice**" has the meaning set forth in Section 4.1.

(aa) "**Repurchase Option**" has the meaning set forth in Section 4.1.

(bb) "**Restricted Securities**" has the meaning set forth in Section 3.2(d).

(cc) "**Rule 144**" means Rule 144 under the Securities Act (or any successor provision thereto).

(dd) "**Securities Act**" means the United States Securities Act of 1933, as amended.

(ee) "**SEC**" means the United States Securities and Exchange Commission and any successor thereto.

(ff) "**Seller**" or "**Sellers**" has the meaning set forth in the recitals hereto.

(gg) "**Settlement Date**" has the meaning set forth in Section 4.1

(hh) "**Shares**" has the meaning set forth in the recitals hereto.

(ii) "**Shelf Registration Statement**" has the meaning set forth in Section 2.1(a).

(jj) "**Suspension Condition**" has the meaning set forth in Section 2.2(b).

(kk) "**Toshiba**" has the meaning set forth in the recitals hereto.

(ll) "**Trading Day**" means (i) if the Common Stock is listed or admitted for trading on any national securities exchange, a day or days on which such national securities exchange is open for business or (ii) if the Common Stock is quoted on the Nasdaq National Market or any similar system of automated dissemination of quotations of securities prices, days on which trades may be made on such system.

(mm) "**90-Day Limitation**" has the meaning set forth in Section 2.2(a).

All capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Acquisition Agreement.

ARTICLE II

REGISTRATION RIGHTS

Section 2.1 *Shelf Registration.*

(a) Micron shall use reasonable efforts to promptly prepare and file with the SEC following the date hereof a shelf registration statement on Form S-3 relating to the Registrable Securities, if such Form S-3 is available for use by Micron or, in the event such Form S-3 is not available for use by Micron, promptly after it becomes available (or any successor form of registration statement

to such Form S-3) (a "**Shelf Registration Statement**") for an offering to be made on a delayed basis pursuant to Rule 415 of the Securities Act, registering the resale by DSC of the Registrable Securities. Micron agrees to use its reasonable efforts to cause the Shelf Registration Statement to become effective as soon as is practicable thereafter and to keep such Shelf Registration Statement effective for a period (the "**Effectiveness Period**") commencing on the date on which it is declared, or otherwise becomes, effective and ending on the earlier of (i) the first anniversary of the Closing Date (provided that if Rule 144 is not available for resale of the Registrable Securities by DSC at the time the Effectiveness Period would otherwise have terminated, then the Effectiveness Period shall be extended until Rule 144 is so available, but in no event later than October 21, 2003 or (ii) such time as there are no longer any Registrable Securities outstanding.

(b) DSC agrees that if DSC wishes to sell or transfer the Registrable Securities pursuant to the Shelf Registration Statement and related Prospectus, it will do so only in accordance with this Section 2.1(b). At any time on or after the date the Shelf Registration Statement has been declared effective under the Securities Act by the SEC, in the event that DSC desires to resell any Registrable Securities pursuant to the Shelf Registration Statement, DSC shall provide Micron advance written notice (which shall include the information set forth in Section 2.1(c) hereof) of its intent to transfer such Registrable Securities (a "**Distribution Request**"). Upon receipt of any such Distribution Request, Micron shall promptly provide DSC written notice (the "**Distribution Notice**") with respect to the availability of the Shelf Registration Statement to effect the resale of the Registrable Securities as specified in such Distribution Request and such Distribution Notice shall state whether a Suspension Condition exists. Unless Micron determines that a Suspension Condition exists (in which case the Distribution Notice shall so indicate), Micron shall promptly (following receipt of the Distribution Request) prepare and file with the SEC such amendments to such Shelf Registration Statement (including post-effective amendments), if any, and such amendments or supplements to the Prospectus relating to the Registrable Securities to be offered thereunder pursuant to such Distribution Request, if any, as are necessary to facilitate the distribution of such Registrable Securities pursuant to such Distribution Request. From and after the date of a Distribution Notice which confirms the availability of the Shelf Registration Statement for purposes of effecting the transfer of the applicable Registrable Securities, DSC may effect transfer of the Registrable Securities as contemplated by the related Distribution Request until the earlier of (i) completion of such transfers, (ii) the twentieth Business Day after the delivery of a Prospectus in connection with the Distribution Notice; *provided, that*, if the Closing Price has not exceeded the Per Share Price for at least ten Business Days during the period since the delivery of such Prospectus, such twenty Business Day period shall be extended until such date as the Closing Price exceeds the Per Share Price for at least ten Business Days during the period since the delivery of such Prospectus, or (iii) notice by Micron to DSC of a Suspension Condition. The obligations of Micron under this Section 2.1(b) will terminate at the end of the Effectiveness Period.

(c) Each Distribution Request shall include the following: (i) the number of Registrable Securities intended to be offered and sold by DSC pursuant thereto (which number of Registrable Securities shall not be less than 250,000 Shares or, if less, the total number of Shares then owned by DSC), (ii) an expression of the present intention of DSC to offer or cause the offering or other distribution of such Registrable Securities pursuant to the Shelf Registration Statement, (iii) a description of the nature or method of distribution of such Registrable Securities pursuant to the Shelf Registration Statement, and (iv) an undertaking of DSC to provide all such information and materials and take all such actions as may reasonably be required in order to permit Micron to comply with all applicable requirements of the Securities Act, the Exchange Act, and the rules and regulations of the SEC thereunder, in connection with such proposed distribution; *provided, that*, any reasonable out-of-pocket expenses incurred by DSC which are related to providing such information and materials and taking such actions shall be reimbursed by Micron.

Section 2.2 Shelf Registration Procedures, Rights and Obligations. The procedures to be followed by Micron and DSC, and the respective rights and obligations of Micron and DSC, with respect to the preparation, filing and effectiveness of the Shelf Registration Statement and the distribution of Registrable Securities pursuant thereto, are as follows:

(a) DSC shall not be entitled to make more than one Distribution Request during any consecutive ninety (90) day period (the "**90-Day Limitation**"), unless otherwise agreed by Micron; *provided, however*, that any Distribution Request that (A) is withdrawn by DSC following the imposition of a stop order by the SEC with respect to the corresponding Shelf Registration Statement, or (B) is withdrawn by DSC as a result of the exercise by Micron of its deferral rights or suspension rights pursuant to Sections 2.2(b) hereof, shall not count for the purposes of determining compliance with the 90-Day Limitation. Any Distribution Request that is withdrawn by DSC for any reason other than as set forth in the previous sentence shall count for purposes of determining compliance with the 90-Day Limitation.

(b) Notwithstanding any other provision of this Agreement, in the event that Micron (i) determines that non-public material information regarding Micron exists, the disclosure of which would be significantly disadvantageous to Micron, (ii) determines that the Prospectus constituting a part of the Shelf Registration Statement covering the proposed distribution of any Registrable Securities contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (iii) determines that an offering of Registrable Securities would materially interfere with any proposed material acquisition, disposition or other corporate transaction or other event involving Micron, (iv) shall have filed, or has a bona fide intention to file, a registration statement with respect to a proposed public offering of equity or equity-linked securities, (v) has commenced, or has a bona fide intention to commence, a public offering of equity or equity-linked securities pursuant to an existing effective shelf or other registration statement, or (vi) is issued any stop order or, to Micron's knowledge, if the issuance of a stop order is threatened by the SEC with respect to the Shelf Registration Statement (each of the events or conditions referred to in the foregoing clauses (i), (ii), (iii), (vi), (vi) and (vi) of this sentence being hereinafter referred to as a "**Suspension Condition**"), then Micron shall have the right to suspend or defer the filing or effectiveness of the Shelf Registration Statement or to suspend or defer any distribution of Registrable Securities pursuant to the Shelf Registration Statement for so long as such Suspension Condition exists (which in the case of the foregoing clauses (iv) and (v) shall be deemed to be the date after abandonment by Micron of the contemplated public offering or the date that is 90 days after completion of such public offering or such earlier date as determined by Micron). In the event DSC delivers a Distribution Request to Micron at a time when a Suspension Condition exists, Micron shall promptly provide DSC with a Distribution Notice as set forth in Section 2.1, which shall state that a Suspension Condition exists. If a Suspension Condition occurs or arises during the continuance of the applicable distribution period following the giving of a Distribution Notice by Micron to DSC (which period is set forth in the second to last sentence of Section 2.1(b) hereof) confirming the availability of the Shelf Registration Statement for purposes of transferring Shares, Micron will promptly provide written notice to DSC of the Suspension Condition. In addition, promptly following the end of any such Suspension Condition as to which Micron has provided notice to DSC, Micron will provide notice to DSC of the end of such Suspension Condition. In the case of clause (vi) above, Micron will use its reasonable efforts to prevent the entry of such stop order or to remove it, if entered, promptly. Upon receipt of notice from Micron of a Suspension Condition, DSC shall forthwith discontinue efforts (or not commence) to offer or sell any Registrable Securities as to which a Distribution Request has been furnished and not resume such efforts until (x) it receives notice from Micron of the end of the Suspension Condition and (y) if the original Distribution Request has been withdrawn by DSC, the procedures set forth in Section 2.1(b) are satisfied with respect to a new

Distribution Request and a new Distribution Notice. DSC agrees to keep the receipt of all notices of the existence or end of Suspension Conditions confidential unless DSC is required by law to disclose the information set forth therein, but only after DSC has provided Micron with prompt written notice of such requirement so that Micron may seek a protective order or other appropriate relief. In such a case, DSC shall only disclose that portion (and only that portion) of such information that it is legally compelled or is otherwise legally required to be disclosed; *provided, however, that* DSC shall use reasonable effort to obtain reliable assurance that confidential treatment will be accorded any information so disclosed. If so requested by Micron, DSC shall deliver to Micron all copies, other than permanent file copies then in DSC's possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice.

(c) During the Effectiveness Period, unless a Suspension Condition exists, in connection with a Distribution Notice confirming the availability of the Shelf Registration Statement for effecting transfers of Registrable Securities, Micron shall furnish to DSC such number of copies of any Prospectus (including any preliminary Prospectus and any amended or supplemented Prospectus), in conformity with the requirements of the Securities Act, as DSC shall reasonably request in order to effect the offering and sale of any Registrable Securities to be offered and sold.

(d) During the Effectiveness Period, unless a Suspension Condition exists, Micron shall use reasonable efforts to register or qualify the Registrable Securities covered by the Shelf Registration Statement under the state securities or "blue sky" laws of such states as DSC reasonably request, and to maintain any such registration or qualification current during the Effectiveness Period; *provided, however, that* Micron shall not be required to take any action that would subject it to the general jurisdiction of the courts of any jurisdiction in which it is not so subject or to qualify as a foreign corporation in any jurisdiction where Micron is not so qualified.

(e) Micron shall use its reasonable efforts to cause all Registrable Securities to be listed on each securities exchange on which the Common Stock is then listed.

(f) Micron shall notify DSC: (i) when the Shelf Registration Statement has become effective and (ii) when any post-effective amendment to the Shelf Registration Statement becomes effective.

Section 2.3 Expenses. All of the costs and expenses incurred by Micron in connection with any registration pursuant to Section 2.1 shall (subject to Section 2.5 or as provided in this section below) be borne by Micron. The costs and expenses of any such registration to be so borne shall include, without limitation, the fees and expenses of Micron's counsel and its accountants and all other out-of-pocket costs and expenses of Micron incident to the preparation, printing and filing of the Shelf Registration Statement and Prospectus and all amendments and supplements thereto and the cost of furnishing copies of each preliminary Prospectus, each final Prospectus and each amendment or supplement thereto to underwriters, dealers and other purchasers of the Registrable Securities so registered, the costs and expenses incurred in connection with the qualification of such securities so registered under the securities or "blue sky" laws of various jurisdictions, the fees and expenses of Micron's transfer agent and all other costs and expenses of complying with the provisions of this Article II with respect to such registration. Notwithstanding the foregoing, in no event shall the costs and expenses of any such registration include underwriting discounts and selling commissions with respect to the Registrable Securities or the fees and disbursement of any counsel or other advisors or experts retained by DSC, other than the counsel or experts referred to above (collectively, the "**Registration Expenses**").

Section 2.4 Indemnification.

(a) In the case of any offering registered pursuant to this Article II, Micron hereby indemnifies and agrees to hold harmless DSC and its officers and directors and each Person, if any, who controls DSC within the meaning of the Securities Act against any losses, claims, damages or liabilities, joint or several, to which any such Persons may be subject, under the

Securities Act or otherwise, and to reimburse any of such Persons for any legal or other expenses reasonably incurred by them in connection with investigating any claims or defending against any actions, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement under which such Registrable Securities were registered under the Securities Act pursuant to this Article II, the Prospectus provided pursuant to Section 2.2(c) hereof to effect sales of the Restricted Securities after the receipt of a Distribution Notice by DSC and prior to DSC's receipt of a notice of any Suspension Condition, or the omission or alleged omission to state therein (if so used) a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading, except insofar as such losses, claims, damages or liabilities arise out of or are (i) based upon any such untrue statement or omission or alleged untrue statement or omission made in reliance upon information furnished to Micron in writing by DSC specifically for use therein, or (ii) made in any preliminary Prospectus, and the final Prospectus contained in the Shelf Registration Statement as declared effective or in the form filed by Micron with the SEC pursuant to Rule 424 under the Securities Act shall have corrected such statement or omission and a copy of such final Prospectus shall not have been sent or otherwise delivered to such Person at or prior to the confirmation of such sale to such Person but only if Micron shall have previously sent or otherwise delivered (reasonably in advance) copies of any such final Prospectus at or prior to the confirmation of any such sale by DSC.

(b) DSC agrees to indemnify and to hold harmless Micron and its directors and officers and each Person, if any, who controls Micron within the meaning of the Securities Act against any losses, claims, damages or liabilities, joint or several, to which any of such Persons may be subject under the Securities Act or otherwise, and to reimburse any of such Persons for any legal or other expenses incurred in connection with investigating or defending against any such losses, claims, damages or liabilities, but only to the extent such losses, claims, damages or liabilities arise out of or are based upon an untrue statement or alleged untrue statement or omission or alleged omission of a material fact in the Shelf Registration Statement under which the Registrable Securities were registered under the Securities Act pursuant to this Article II, any Prospectus contained therein, or any amendment or supplement thereto, which was based upon and made in conformity with information furnished to Micron in writing by DSC expressly for use therein.

(c) Each party entitled to indemnification under this Section 2.4 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought hereunder, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at its own expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Article II unless such failure

resulted in actual detriment to the Indemnifying Party. No Indemnifying Party, (i) in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, which consent shall not be unreasonably withheld, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation, or (ii) shall be liable for amounts paid in any settlement if such settlement is effected without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, delayed or conditioned.

(d) The obligations of Micron and DSC under this Section 2.4 shall survive the completion of any resale of Registrable Securities under this Agreement.

(e) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 2.4 is due in accordance with its terms but is for any reason held by a court to be unavailable from Micron or DSC on grounds of policy or otherwise, Micron and DSC shall contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which Micron and DSC may be subject in such proportion as is appropriate to reflect the relative fault of Micron on the one hand and DSC on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by Micron or DSC and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph (e), notify in writing such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph (e). Notwithstanding anything to the contrary in this Section 2.4, DSC shall not be required to contribute any amount in excess of the net proceeds received by DSC from the sale of securities in the offering to which the losses, claims, damages, liabilities or expenses of the Indemnified Party relate.

(f) Any indemnity agreements contained herein shall be in addition to any other rights to indemnification or contribution which any Indemnified Party may have pursuant to law or contract and shall remain operative and in full force and effect regardless of any investigation made or omitted by or on behalf of any Indemnified Party.

Section 2.5 *Issuances by Micron or Other Holders.* Micron or other holders of Common Stock may include additional shares of Common Stock, other than the Shares, in the Shelf Registration Statement, such additional shares to be sold for the account of Micron or the other holders of Common Stock. The Registration Expenses incurred by Micron, DSC and any other holders participating in such registration or distribution shall be borne by Micron, DSC and any other holders participating in such registration or distribution applicable to the shares of Common Stock of such holder included in the Shelf Registration Statement or the shares of Common Stock of such holder to be sold in such distribution.

Section 2.6 *Information by DSC.* DSC shall furnish to Micron such information regarding DSC and the distribution of Registrable Securities proposed by DSC or such other information as Micron may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Article II.

ARTICLE III

RESTRICTIONS ON TRANSFER OF SECURITIES; COMPLIANCE WITH SECURITIES LAWS

Section 3.1 *Restrictive Legends.* The certificate or certificates representing Restricted Securities shall be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER AS TO THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION.

Section 3.2 *Procedures for Certain Transfers.*

(a) The holder of each certificate representing Restricted Securities, by acceptance thereof, agrees to comply in all respects with the provisions of this Article 3.

(b) Prior to any proposed sale or transfer of any Restricted Securities, DSC shall give written notice to Micron of DSC's intention to effect such transfer. Each such notice shall describe the manner and circumstances of the proposed transfer in sufficient detail, and, unless such sale or transfer is being made pursuant to the Shelf Registration Statement in accordance with a Distribution Request or in compliance with Rule 144 more than one year after the Closing Date, shall be accompanied by either: (i) a written opinion of legal counsel (including in-house counsel), who shall be reasonably satisfactory to Micron, addressed to Micron and reasonably satisfactory in form and substance to Micron's counsel, to the effect that the proposed transfer of the Restricted Securities may be effected without registration under the Securities Act; or (ii) a "no action" letter from the SEC and a copy of any request by DSC (together with all supplements or amendments thereto), which shall have been provided to Micron at or prior to the time of first delivery to the SEC's staff, to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto, whereupon DSC shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by DSC to Micron. DSC shall provide Micron with prompt written notice if it sells any Shares (which notice shall include the number of Shares sold).

(c) In connection with any proposed sale or transfer of Restricted Securities in accordance with Rule 144, DSC shall comply with all of the requirements of Rule 144 and the reasonable requirements of Micron's transfer agent with respect to such sale or transfer, including any required legal opinion.

(d) Each certificate evidencing the Shares shall bear the appropriate restrictive legend set forth in Section 3.1 above (such Shares being referred to as the "**Restricted Securities**"), except that such certificate shall not bear such restrictive legend and such Shares shall not be Restricted Securities if: (i) in the opinion of counsel for Micron, such legend is not required in order to establish compliance with any provisions of the Securities Act; (ii) the Restricted Securities have been held by the holder for more than two years, and the holder represents to counsel for Micron that it has not been an "affiliate" (as such term is defined for purposes of Rule 144) of Micron during the three-month period prior to the sale and shall not become an affiliate (as such term is defined for purposes of Rule 144) of Micron without resubmitting the Restricted Securities for reimposition of the legend; (iii) the Restricted Securities have been sold pursuant to Rule 144 and in compliance with Section 3.2(c); or (iv) such Shares have been sold or otherwise transferred by DSC pursuant to an effective registration statement (including the Shelf Registration Statement).

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(e) *Covenant Regarding Exchange Act Filings.* With a view to making available to DSC the benefits of Rule 144, and any other rules or regulations of the SEC that may at any time permit DSC to sell any Restricted Securities without registration, until the date of termination of this Agreement, Micron agrees to use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required to be filed under the Exchange Act and to keep available adequate current public information with respect to Micron, as specified in paragraph (c) of Rule 144.

(f) *Transferee Agreement to Transfer Restrictions.* If DSC proposes to sell or transfer any of the Restricted Securities to any party and after such sale or transfer such shares will continue to be Restricted Securities, as a condition precedent to such sale or transfer, such transferee shall agree to be bound by the transfer restriction provisions contained in Sections 3.1, 3.2(b), 3.2(c) and 3.2(d) hereof.

ARTICLE IV

REPURCHASE OF ACQUISITION SHARES AT OPTION OF DSC

Section 4.1 *Repurchase of Acquisition Shares at Option of DSC.* Micron hereby grants to DSC an option (the "**Repurchase Option**") pursuant to which DSC shall have the right to require Micron to repurchase all of the Shares then owned by DSC on any one Repurchase Date, at the Per Share Price, by giving written notice to Micron (the "**Repurchase Notice**") not more than fifteen (15) and not less than seven (7) days prior to the respective Repurchase Date (*provided, that*, with respect to a Repurchase Date arising as the result of consummation of a Change of Control, Micron shall provide DSC with notice not less than ten (10) days prior to the proposed date of consummation of the Change of Control; *provided, further, that*, if DSC exercises the Repurchase Option resulting from consummation of a Change of Control, DSC shall not sell, transfer, tender or otherwise dispose of the Shares then held by DSC in such Change of Control). The Repurchase Option shall expire at the close of business seven (7) days prior to October 21, 2003 if it has not been exercised in accordance with this Section 4.1; *provided, that*, if (a) the Closing Price of Common Stock is at or above an amount equal to 100.1% multiplied by the Per Share Price on each Trading Day in a period of 20 consecutive Trading Days (subject to extension pursuant to Section 4.2 below) following the date the Shelf Registration Statement has been declared effective and prior to the date DSC elects to exercise the Repurchase Option by delivering a Repurchase Notice in accordance with this Section 4.1 and (b) the trading volume for the Common Stock has been at least 1,500,000 shares (appropriately adjusted for stock splits, stock dividends, reclassifications or other similar events occurring after the date of this Agreement) per Trading Day for at least five Trading Days in such 20 consecutive Trading Day period referenced in (a) above, the Repurchase Option shall expire at the close of business on the last day of such 20 consecutive Trading Day period (subject to extension pursuant to Section 4.2 below; the "**Early Termination Date**") and thereafter Micron shall have no obligation to acquire the Shares from DSC. Written notice to Micron of DSC's intent to exercise the Repurchase Option shall be irrevocable. DSC shall deliver to Micron the stock certificate or certificates representing the Shares at the same time it sends the Repurchase Notice, and the timely and valid delivery of the Repurchase Notice prior to the expiration of the Repurchase Option shall be sufficient to cause Micron to be irrevocably committed to acquire the Shares then owned by DSC in accordance with this Section 4.1, subject to DSC's compliance with the provisions of this Section 4.1. If such certificate or certificates are not included with the Repurchase Notice, Micron's obligation to make the required payment to DSC shall not arise until the time of delivery of the Shares. Assuming DSC has properly exercised or has been deemed to exercise the Repurchase Option in accordance with this Section 4.1, upon the later to occur of (the "**Settlement Date**"): (i) the first Business Day immediately following the Repurchase Date as to which the Repurchase Option has been exercised or has been deemed to be exercised by DSC and (ii) the first Business Day immediately following the delivery of the Shares by DSC to Micron after the

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exercise or the deemed exercise of the Repurchase Option by DSC, Micron shall promptly pay to DSC an amount equal to the product of (i) the Per Share Price and (ii) the number of Shares then owned by DSC and delivered to Micron, such payment to be made by wire transfer of immediately available funds to a bank account designated by DSC in writing at least two Business Days prior to the Settlement Date. Notwithstanding any provision herein to the contrary, after delivery of a Repurchase Notice to Micron, no Early Termination Date may or shall occur hereunder. Each of Micron and DSC agree that, unless (i) the Repurchase Option has expired pursuant to the provisions hereof or has been previously exercised, or (ii) DSC shall have given Micron prior written notice to the contrary, for purposes of this Agreement, DSC shall be deemed to have automatically given and delivered the Repurchase Notice (and the Repurchase Option shall be deemed to have been exercised) on the Repurchase Date occurring on October 21, 2003.

Section 4.2 *Extension of Early Termination Date.* The period of 20 consecutive Trading Days referenced in Section 4.1 above for purposes of determining whether an Early Termination Date occurs shall be tolled and additional Trading Days shall not be counted (i) from and after the giving of a notice by Micron to DSC of a Suspension Condition until the giving of a notice by Micron to DSC that the Suspension Condition no longer exists and (ii) from and after the third Business Day following any date on which Micron receives a Distribution Request from DSC if Micron has not delivered a Prospectus pursuant to Section 2.2(c) on or prior to such third Business Day (which Prospectus would enable DSC to resell the Registrable Securities under the Shelf Registration Statement) until Micron has so delivered such Prospectus, whereupon subsequent Trading Days shall be counted as if no interruption had occurred; *provided, that*, in the case of (i) and (ii) above, if, upon resumption of such period, less than seven Trading Days remain in such 20 Trading Day period, the 20 Trading Period shall be extended such that there are seven Trading Days remaining following resumption of the period for purposes of determining whether an Early Termination Date occurs.

ARTICLE V

Section 5.1 *Termination.* This Agreement shall terminate upon the earlier to occur of (i) the repurchase of all Shares owned by DSC pursuant to Article IV hereof, (ii) the sale of all the Shares by DSC in transactions that resulted in such Shares no longer being Restricted Securities and (iii) December 31, 2003; *provided, that*, Sections 2.3, 2.4 and 4.1 and this Article V shall survive any such termination.

Section 5.2 *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES GOVERNING CONFLICTS OF LAW.

Section 5.3 *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided, that*, no party hereto may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except that without the consent of Micron, in connection with a sale or transfer by DSC of all of the Shares then owned by DSC and any of its Affiliates to Toshiba or a consolidated direct or indirect subsidiary of Toshiba, DSC may assign this Agreement to such transferee with respect to the Shares so transferred, but only if such assignee expressly assumes the relevant obligations of this Agreement (by a written instrument delivered to Micron, in form an substance reasonably acceptable to Micron) and, notwithstanding such assignment, the parties hereto shall each continue to be bound by all of their respective obligations hereunder. This Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than DSC and Micron and no Person shall assert any rights as third party beneficiary hereunder.

Section 5.4 *Entire Agreement; Amendment; Precedence.* Except as expressly set forth in this Agreement and the Related Agreements, this Agreement and the Related Agreements are intended as a complete statement of the entire agreement and understanding between Micron and DSC with respect to the subject matter hereof and thereof and supersedes all prior statements, representations, discussions, agreements, term sheets, draft agreements and undertakings, whether written or oral, express or implied, of any and every nature with respect thereto; *provided, however*, this Agreement may only be amended by written agreement of Micron and DSC.

Section 5.5 *No Waiver.* Except as expressly provided in this Agreement, nothing contained in this Agreement shall cause the failure of Micron or DSC to insist upon strict compliance with any covenant, obligation, condition or agreement contained herein to operate as a waiver of, or estoppel with respect to, any such or any other covenant, obligation, condition or agreement by the party entitled to the benefit thereto.

Section 5.6 *Notices.* All notices and other communications under this Agreement shall be in writing, and shall be deemed given (a) on the date of delivery if delivered personally, or (b) by facsimile, upon confirmation of receipt, provided that any such notice so given is also mailed or sent as provided in clause (c) below, (c) on the first business day following the date of dispatch by a recognized next-day courier service, or (d) on the tenth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing to the party to receive such notice:

if to Micron, to:

Micron Technology, Inc.
8000 South Federal Way
Boise, Idaho 83716-9632
Attention: General Counsel

with a copy to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304-1050
Attention: John A. Fore, Esq.
Facsimile: (650) 493-6811

and

Wilson Sonsini Goodrich & Rosati
Professional Corporation
One Market
Spear Tower, Suite 3300
San Francisco, California 94105
Attention: Selim Day, Esq.
Facsimile: (415) 947-2099

if to DSC, to:

Dominion Semiconductor L.L.C.
c/o Toshiba America Electronic Components, Inc.
9775 Toledo Way
Irvine, CA 92618-1811
Attention: General Counsel
Facsimile: (949) 455-9436

and

Toshiba Corporation
1-1, Shibaura, 1-chome
Minato-ku Tokyo 105-8001
Japan
Attention: General Manager, Legal Affairs and
Contracts Division, Semiconductor Company
Facsimile: 81-3-5444-9342

with a copy to:

Paul, Hastings, Janofsky & Walker LLP
75 E. 55th Street
New York, NY 10022
U.S.A.
Attention: Barry A. Brooks, Esq.
Facsimile: (212) 319-4090

and

Paul, Hastings, Janofsky & Walker LLP
Ark Mori Building
Twenty-Seventh Floor
12-32 Akasaka 1-chome,
Minato-ku, Tokyo 107-6027
Japan
Attention: Sahir C. Surmeli, Esq.
Facsimile: 011-81-3-3586-4706

Section 5.7 *Interpretation.* The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and Section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement. All references herein to Articles and Sections, unless otherwise identified, are to Articles and Sections of this Agreement.

Section 5.8 *Counterparts.* This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

Section 5.9 *Severability.* If any provision hereby shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed, (ii) such provision shall be fully severable, (iii) this Agreement shall be construed and enforced as if such provision had never comprised a part hereof, (iv) the remaining provisions of this Agreement shall remain in full force and effect and shall not be

affected by the invalid or unenforceable provision or by its severance from this Agreement and (v) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

Section 5.10 *Specific Performance, etc.* Micron and DSC acknowledge and agree that the other party hereto would be irreparably damaged in the event any of the provisions of this Agreement were not performed in all material respects in accordance with their specific terms or were otherwise breached. Accordingly, Micron and DSC agree that they each shall be entitled to seek preliminary and permanent injunctive relief, and such other relief as is proper under the circumstances, without the posting of any bond, to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any foreign or domestic court having subject matter jurisdiction, to the extent permitted by applicable law.

Section 5.11 *Consent to Jurisdiction.* Each of the parties agrees that all actions, suits or other similar proceedings arising out of or based upon this Agreement or the subject matter hereof shall be brought and maintained exclusively in the state or federal courts located in the State of New York. Each of the parties by execution hereof (i) hereby irrevocably submits to the jurisdiction of the state and federal courts located in New York County, State of New York for the purpose of any action, suit or other similar proceeding arising out of or based upon this Agreement or the subject matter hereof and (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action, suit or other similar proceeding, any claim that it is not subject personally to the jurisdiction of the above-named court, that it is immune from extraterritorial injunctive relief, that its property is exempt or immune from attachment or execution, that any such action, suit or other similar proceeding brought or maintained in the above-named court should be dismissed on the grounds of forum non conveniens, should be transferred to any court other than the above-named court, or should be stayed by virtue of the pendency of any other action, suit or other similar proceeding in any court other than the above-named court, or that this Agreement or the subject matter hereof may not be enforced in or by the above-named court. Each of the parties hereto hereby consents to service of process in any such suit, action or other similar proceeding in any manner permitted by the laws of the State of New York, agrees that service of process by registered or certified mail, return receipt requested, at the address specified in or pursuant to Section 5.6 hereof is reasonably calculated to give actual notice and waives and agrees not to assert by way of motion, as a defense or otherwise, in any such action, suit or other similar proceeding any claim that service of process made in accordance with Section 5.6 hereof does not constitute good and sufficient service of process. The provisions of this Section 5.11 shall not restrict the ability of any party to enforce in any court any judgment obtained in the state or federal courts located in the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Stock Rights and Restrictions Agreement to be executed by their respective authorized officers as of the date aforesaid.

MICRON TECHNOLOGY, INC.,
a Delaware corporation

By: /s/ WG Stover, Jr.

Name: WG Stover, Jr.

Title: VP of Finance and CFO

DOMINION SEMICONDUCTOR L.L.C.,
a Virginia limited liability company

By: /s/ Toru Watanabe

Name: Toru Watanabe

Title: Chief Executive Officer

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[EXHIBIT 4.1](#)

May 17, 2002

Micron Technology, Inc.
8000 South Federal Way
Boise, Idaho 83716-9632

Re: Registration Statement of Form S-3

Ladies and Gentlemen:

We are acting as counsel for Micron Technology, Inc., a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-3 (such Registration Statement, as it may be amended from time to time, is herein referred to as the "Registration Statement") filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended, relating to the 1,500,000 shares (the "Shares") of Common Stock, \$0.10 par value per share, of the Company, previously issued to Dominion Semiconductor, L.L.C., the selling stockholder.

In connection herewith, we have examined and relied without independent investigation as to matters of fact upon such certificates of public officials, such statements and certificates of officers of the Company and originals or copies certified to our satisfaction of the Registration Statement, the articles of incorporation and bylaws of the Company as amended and now in effect, proceedings of the board of directors of the Company and such other corporate records, documents, certificates and instruments as we have deemed necessary or appropriate in order to enable us to render this opinion. In rendering this opinion, we have assumed the genuineness of all signatures on all documents examined by us, the due authority of the parties signing such documents, the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies.

We are members of the Bar of the State of California, and we do not express any opinion herein concerning any law other than the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting the foregoing) and the federal law of the United States of America.

This opinion speaks only at and as of its date and is based solely on the facts and circumstances known to us at and as of such date. In addition, in rendering this opinion, we assume no obligation to revise or supplement this opinion should the present aforementioned laws of the State of Delaware or federal laws of the United States of America be changed by legislative action, judicial decision or otherwise.

Based upon and subject to the foregoing, we are of the opinion that the Shares are validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption "Validity of Common Stock" in the Registration Statement and the Prospectus included therein.

Sincerely,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ WILSON SONSINI GOODRICH & ROSATI, P.C.

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[EXHIBIT 5.1](#)

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated September 25, 2001 relating to the financial statements and the financial statement schedule, which appears in Micron Technology Inc.'s Annual Report on Form 10-K for the year ended August 30, 2001. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

San Jose, CA
May 17, 2002

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[EXHIBIT 23.1](#)