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B. Limited Remedies. If any Licensed Product becomes, or in the opinion of Synopsys is likely to become, the subject of an infringement claim or action, Synopsys may at its sole option: (i) procure, at no cost to you, the right to continue using the Licensed Product; (ii) replace or modify the Licensed Product to render it noninfringing, provided there is no material loss of functionality; or (iii) if, in Synopsys' reasonable opinion, neither (i) nor (ii) above are commercially feasible, terminate the license.

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D. Disclaimer. THE FOREGOING PROVISIONS OF THIS SECTION 4 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SYNOPSYS, AND THE EXCLUSIVE REMEDY OF YOU, IF ANY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE LICENSED PRODUCT(S) AND DOCUMENTATION PROVIDED HEREUNDER.

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A. Direct Damages. SYNOPTYS'S TOTAL LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THE LICENSING OR THE USE OF THE LICENSED PRODUCT(S), INCLUDING WITHOUT LIMITATION SYNOPTYS' INDEMNITY OBLIGATIONS UNDER SECTION 4, SHALL NOT EXCEED THE LICENSE FEE, IF ANY, RECEIVED BY SYNOPSYS FROM YOU FOR THE PARTICULAR LICENSED PRODUCT INVOLVED.
B. **Consequential Damages.** UNDER NO CIRCUMSTANCES SHALL SYNOPSYS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCT AND DOCUMENTATION, HOWEVER CAUSED, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

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A. **Term.** The term of the license granted hereunder shall be twelve months from the time of first use of the Licensed Product, unless terminated earlier as provided hereunder.

B. **Termination.** Synopsys may terminate this Agreement if you breach or are in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) business days after receipt of written notice thereof. For the avoidance of doubt, your breach of Section 1 (Limited License Grant) shall be deemed a material breach hereof.

C. **Effect of Termination.** Upon expiration or termination of this Agreement, you shall, at Synopsys’ discretion, destroy or return to Synopsys all Licensed Product and related Documentation and other confidential information of Synopsys, including all copies thereof, whether in written or other tangible form, provided to you pursuant to this Agreement. You shall provide Synopsys with written notice of such return or destruction within thirty (30) days following any such expiration or termination.

D. **Survival.** Sections 1A, 1B, 2, 3, 5, 6C, 6D, 7, 8 and 9 shall survive any termination or expiration of this Agreement.

7. **Export Controls.** You agree and certify that neither the Licensed Product, nor any other technical data received from Synopsys, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. You will not, without a U.S. Bureau of Industry and Security license or license exception, (i) export, re-export, or transfer any technology, software, or source code subject to this agreement, either directly or indirectly, to any national of any country identified in Country Groups D:1 or E:2 as defined in the EARs, or (ii) export to any country identified in Country Groups D:1 or E:2 the direct product of the technology, software or source code, if such foreign produced product is subject to the national security controls as identified on the Commerce Control List (“CCL”). In addition, goods, software and any technology subject to this Agreement may not be exported, re-exported, or transferred to (a) any person or entity listed on the “Entity List”, “Denied Persons List” or the list of “Specifically Designated Nationals and Blocked Persons” as such lists are maintained by the U.S. Government, or (b) an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

8. **Transfers and Assignments.** You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from Synopsys. If you attempt to transfer or assign any of your license rights without Synopsys’s consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement). For purposes of this Section 8, if you are a company or corporation a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you and one or more third parties where your stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing authority of the surviving entity.

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