

Synopsys Terms and Conditions for ARC Hardware Products

These Terms and Conditions ("Agreement") are a legal agreement between you ("Customer") and the contracting Synopsys entity identified below ("Synopsys") for the use of the ARC Hardware Products ("Hardware"). BY ACCEPTING THE HARDWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD NOT ACCEPT OR USE THE HARDWARE. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO ACCEPT OR USE THE HARDWARE AND YOU MAY RETURN IT TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND (IF APPLICABLE).

Limited Warranty. Synopsys warrants that the Hardware will be free from defects in material and workmanship under normal use and service ("Limited Warranty") beginning on date of shipment and terminating ninety (90) days later ("Warranty Period"). This Limited Warranty is non-transferable and is made solely to and for the benefit of Customer. In the event of a breach of this Limited Warranty during the Warranty Period, Customer shall promptly notify Synopsys in writing describing in detail the nature of the non-conformity. At the direction of Synopsys, Customer must ship the defective Hardware and any additional requested documentation to the address specified by Synopsys. Upon receipt of the non-conforming Hardware, Synopsys shall, at its sole option, repair or replace the Hardware at no charge to Customer and ship the same back to Customer. If the non-conformance of any returned Hardware is found by Synopsys to have been caused by any of the occurrences set forth in the section entitled Warranty Exclusions below, then any related repairs and/or replacements will be billed to Customer at Synopsys's then-current rates. THIS SECTION STATES SYNOPSYS'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH REGARD TO ANY PRODUCTS THAT FAIL TO CONFORM TO THE LIMITED WARRANTY.

Warranty Exclusions. The above Limited Warranty is contingent upon proper use of the Hardware as intended and does not apply to any Hardware that has been subjected to unusual physical or electrical stress, misuse, neglect, improper testing or storage, unauthorized repair, problems that arise from any use of the Hardware with other technology not approved by Synopsys, alternations or modifications not authorized by Synopsys made by Customer or a third party, or the combination of the Hardware with any third-party system, device, or components not provided or approved by Synopsys. In addition, the Limited Warranty does not apply to Hardware that has been received improperly packaged and shipped. Hardware received by Synopsys from Customer exhibiting any of the following conditions shall void the Limited Warranty and the Hardware will be returned by Synopsys to Customer at Customer's expense: (i) inadequate packaging or boxed without protective cushioning (i.e. Hardware shipped in Styrofoam, peanuts, popcorn, or packaged without ESD protective bags); (ii) Hardware serial number labels removed or labels missing; (iii) labels exhibiting damage beyond that caused by normal wear and tear (examples include, but are not limited to, labels that are defaced such that the model number, serial number, part number, or manufacturing date is not readable); (iv) physical damage (examples include, but are not limited to, deep scratches on Printed Circuit Board ("PCB") inconsistent with normal wear and tear, broken or dented PCB assembly, or missing or damaged connector); (v) components added or removed from the PCB (except for jumpers and socketed devices); or (vi) any indications that the PCB had been exposed to liquid or other foreign substance where rust or corrosion is present.

AXI Tunnel IP Source Code. When Customer downloads the AXI Tunnel IP Source Code ("Software"). Synopsys hereby grants to Customer a limited, personal, non-exclusive, non-transferable, non-assignable, fully paid, royalty free, worldwide, perpetual license to use the Software, and create modifications of the components of the Software provided to Customer in source code format, solely: (i) for the purpose of connecting the Hardware to a Synopsys HAPS prototyping system; and (ii) for use with the Hardware. All modifications of the Software are owned by Synopsys and Customer hereby irrevocably assigns ownership of those modifications (and all intellectual property rights therein) to Synopsys. However, Customer is under no obligation to disclose any such modifications to Synopsys and the modifications are automatically licensed to Customer as Software under this Agreement. The Software and all modifications are the Confidential Information of Synopsys, and Customer agrees not to distribute or disclose them. THE SOFTWARE IS PROVIDED BY SYNOPSYS SOLELY ON AN "AS IS" BASIS.

Warranty Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SYNOPSYS MAKES NO WARRANTIES, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, WITH RESPECT TO THE HARDWARE AND SOFTWARE PROVIDED UNDER THIS AGREEMENT, AND SYNOPSYS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

No Support. Synopsys is under no obligation to assist in the use of the Hardware and Software (collectively, "Synopsys Products"), to provide support to Customer, or to provide maintenance for the Synopsys Products.

Use Restrictions. Customer acknowledges and agrees that it shall not, nor permit any third party to: (i) disassemble, reverse engineer or attempt to reconstruct, identify or discover any underlying ideas, concepts, composition, interconnection, schematics or designs of the Synopsys Products by any means whatever, or disclose any of the foregoing; (ii) use the Synopsys Products for the benefit of anyone other than Customer; (iii) disclose the results of any benchmarking of the Synopsys Products (whether or not obtained with Synopsys' assistance) to third parties; (iv) use the Synopsys Products to develop or enhance any product that competes with a Synopsys product; or (v) employ the Synopsys Products in, or in the development of, life critical applications or in any other application where failure of the Synopsys Products or any results from the use thereof can reasonably be expected to result in personal injury. In addition, the microprocessor information programmed into the Hardware is the property of Synopsys, shall not be used except in connection with the Hardware and shall not be disclosed to any third party.

Fees; Payment; Taxes. The fees for the Hardware will be identified in the applicable Synopsys sales quotation or other agreement ("Purchasing Agreement") describing (among other things) the Hardware you have purchased, including pricing information. You agree to pay the fees according to the payment terms in the applicable Purchasing Agreement. If the applicable Purchasing Agreement does not contain specific payment terms for the fees in question, payment of those fees will be due within 30 days after the date of

Synopsys's invoice. If you do not pay an amount by the Purchasing Agreement due date, Synopsys will have the right to terminate this Agreement and/or the Purchasing Agreement and accelerate the due date of all remaining payments. In this event, you will owe the entire outstanding balance as soon as you receive written notice from Synopsys that your payment is due. All payments you make to Synopsys are non-refundable. You may not offset any amounts you believe Synopsys owes you against any payments you make to Synopsys under this Agreement. You must make payments in U.S. dollars. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less. If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, Synopsys may apply any payments you have previously made to Synopsys for products or services not yet delivered by Synopsys against any amounts you owe Synopsys at that time for products or services that have been delivered by Synopsys (under this Agreement or otherwise). The fees are net of any taxes and you will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than Synopsys's income taxes, that are imposed on or result from your purchase, license, or use of Synopsys products and services.

Limitation of Liability. SYNOPSIS PROVIDES NO INDEMNIFICATION FOR THIRD-PARTY PATENT, TRADEMARK, COPYRIGHT OR OTHER CLAIMS OF INTELLECTUAL PROPERTY RIGHT INFRINGEMENT WITH RESPECT TO THE SYNOPSIS PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SYNOPSIS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYNOPSIS PRODUCTS, EVEN IF SYNOPSIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SYNOPSIS BE LIABLE TO CUSTOMER FOR DAMAGES IN AN AMOUNT GREATER THAN THE FEES PAID FOR THE SYNOPSIS PRODUCT, IF ANY. Some states/jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply.

Export. Customer agrees that the goods, software, and technology subject to this Agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regulations of the U.S. Department of Treasury, Office of Foreign Asset Controls and that Customer will comply with these laws and regulations. Without limiting the foregoing, Customer 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:1 as defined in the EARs, or (ii) export to any country identified in Country Groups D:1 or E:1 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. Customer agrees to indemnify, to the fullest extent permitted by law, Synopsys from and against any fines or penalties that may arise as a result of Customer's breach of this provision.

Protection of Confidential Information. "Confidential Information" means (i) the Synopsys Products, Synopsys's product plans, designs, costs, prices and names; non-published financial information; marketing plans; business opportunities; personnel; research; development or know-how; (ii) any information designated by Synopsys as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and designated as confidential in writing within thirty (30) days; and (iii) the terms and conditions of this Agreement; provided, however that "Confidential Information" will not include information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of Customer; (b) is known and has been reduced to tangible form by Customer at the time of disclosure and is not subject to restriction; (c) is independently developed by Customer without use of the Confidential Information; (d) is lawfully obtained from a third party who has the right to make such disclosure; and (e) is released for publication by Synopsys in writing. Customer will protect the Confidential Information from unauthorized dissemination and use with the same degree of care that Customer uses to protect its own like information. Customer will not use the Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Customer will not disclose to third parties the Confidential Information without the prior written consent of Synopsys.

Contracting Synopsys Entity. The specific Synopsys entity with which you are contracting under this Agreement depends on the country to which the Hardware is delivered when you obtain it from Synopsys. If the Hardware is delivered to you in a country in the Americas or Africa, the contracting Synopsys entity is Synopsys, Inc., with a principal place of business at 700 E. Middlefield Road, Mountain View, California 94043, USA. If the Hardware is delivered to you in Taiwan, the contracting Synopsys entity is Synopsys International Limited Taiwan Branch, with a principal place of business at Taipei, Room 3108, 31F, 333, Section 1, Keelung Road, Taipei 110, Taiwan. If the Hardware is delivered to you in Hungary, Australia, Belarus, Bulgaria, Israel, Poland, the Republic of Korea, Romania, Russia, Ukraine or Vietnam, the contracting Synopsys entity is Synopsys Global Kft, with a principal place of business at Kálmán Imre útca # 1, 5th Floor, Budapest 1054, Hungary. If the Hardware is delivered to you in Japan, the contracting Synopsys entity is Nihon Synopsys Co., Ltd., with a principal place of business at Sumitomo Fudosan Oimachi Ekimae Bldg., 1-28-1, Oi, Shinagawa-ku, Tokyo 140-0014. If the Hardware is delivered to you in any country other than those identified above, the contracting Synopsys entity is Synopsys International Limited, with a principal place of business at Block One Blanchardstown Corporate Park, Blanchardstown, Dublin 15, Ireland. Customer assumes the full expense of transportation, insurance, and delivery of the Hardware to Customer's site. Title to the Hardware and risk of loss will pass to Customer upon Synopsys's delivery of the Hardware to the carrier.

Synopsys Entities. Synopsys, Inc. and its wholly-owned subsidiaries, including Synopsys International Limited, Synopsys International Limited Taiwan Branch, Synopsys Global Kft, and Nihon Synopsys Co., Ltd., have agreed to their respective rights and obligations regarding the distribution of Hardware and the performance of obligations related to the Hardware. You acknowledge that: (i) Synopsys Inc. or any directly or indirectly wholly-owned subsidiary or branch of Synopsys, Inc. may treat a purchase order addressed to that

entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which Hardware will be used; and (ii) delivery will be completed by the Synopsys entity or branch with distribution rights for the geographic region in which Hardware will be used or service will be provided.

Assignment. This Agreement shall bind and inure to the benefit of Synopsys's successors and assigns, including without limitation, any entity into which Synopsys shall merge or consolidate. Customer may not assign, directly or indirectly, by operation of law or otherwise, any of Customer's rights or obligations under this Agreement without Synopsys's prior written consent. Any attempted assignment, delegation, or transfer by Customer without such consent of Synopsys shall be void. For purposes of this section, a transfer or assignment 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 Customer's assets or of the stock or other equity interests entitled to vote for Customer's directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between Customer and one or more third parties where Customer's 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.

Miscellaneous. This Agreement is the entire agreement between Customer and Synopsys with respect to the Synopsys Products, and supersedes any previous oral or written communications or documents. No additional or inconsistent terms on any purchase order or similar document that Customer may submit to Synopsys will be binding on Synopsys or have any legal effect. This Agreement is governed by the laws of the State of California, USA excluding its conflicts of laws principles. The federal and state courts located in Santa Clara County, California have exclusive jurisdiction over any disputes arising from or relating to this Agreement, and each party consents to such jurisdiction and venue. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision, or portion thereof, of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible under applicable law and the remainder of this Agreement will remain in full force and effect. Failure to prosecute a party's rights with respect to a default hereunder will not constitute a waiver of the right to enforce rights with respect to the same or any other breach. Each party will be excused from performance of its obligations under this Agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control. Except where this Agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. The prevailing party in any action to enforce this Agreement will be entitled to recover costs and expenses including reasonable attorneys' fees. Section headings in this Agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this Agreement. The parties to this Agreement are independent contractors. Neither party is the agent or partner of the other party, or has any power or authority to act on behalf of the other party.