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1. CONFIDENTIAL INFORMATION. Recipient understands that Synopsys will be disclosing information to Recipient regarding Synopsys software products, proposed release schedules, product roadmaps, and other information identified as Synopsys confidential or proprietary at the time of disclosure and which is disclosed to Recipient by Synopsys at any product seminar including online seminars and online trainings (the "Subject"). Recipient acknowledges that the discussions between Recipient and Synopsys regarding the Subject and other information Synopsys may be disclosing to Recipient, including but not limited to information learned by Recipient from Synopsys employees or agents, will be considered "Confidential Information" and subject to the terms of this Agreement. However, Confidential Information does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach of Recipient; (b) Recipient can demonstrate was rightfully in its possession without obligation of confidentiality prior to disclosure to Recipient by Synopsys; (c) is independently developed by Recipient without the use of any Confidential Information; or (d) Recipient rightfully obtains without obligation of confidentiality from a third party who has the right to disclose it.

2. USE OF CONFIDENTIAL INFORMATION. Recipient agrees that the Confidential Information will be used solely in connection with Recipient's business discussions with Synopsys and Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know. Recipient agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Recipient further agrees not to use Confidential Information for its own or any third party's benefit without the prior written approval of an authorized representative of Synopsys. Recipient may disclose Confidential Information if required by any judicial or governmental order, provided that Recipient provides Synopsys sufficient prior notice to contest any such order.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION. All Confidential Information remains the property of Synopsys and/or its licensors and no license or other rights to Confidential Information are granted or implied hereby.

4. NO WARRANTY. All information is provided "AS IS," and without any warranty, express, implied, statutory, or otherwise, regarding its accuracy or completeness.

5. EQUITABLE RELIEF. Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Synopsys that may be difficult to ascertain. Accordingly, Recipient agrees that Synopsys will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

6. NO EXPORT. Recipient certifies that no Confidential Information, or any portion thereof, will be exported or re-exported to any country in violation of the export laws and regulations of the United States government.

7. PRIVACY POLICY. Recipient has read and hereby acknowledges the Synopsys [Privacy Policy](#)

8. ENTIRE AGREEMENT AND GOVERNING LAW. This Agreement constitutes the entire agreement between the parties regarding the Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by a written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of California law concerning conflicts of law.