1. Definitions: “Order” - Synopsys’s Purchase Order to which these terms and conditions apply. “Goods” - the goods ordered by Synopsys from Seller as described in one or more Sales Orders. “Goods/Services” - the Goods and/or Services to be provided by Seller. “Synopsys” - Synopsys S.A.R.L., 31 Boulevard Arceuil, Silic, 137, 94235 Rungis, Cedex, France. “Company” - Synopsys or Seller as the context may require.

9. Insurance: Seller will submit invoices in duplicate showing Order number, service identification; size; quantity of Goods/Services; unit prices; each applicable tax; extended charges or be payable on any sums overdue for payment by Synopsys. No increase in price may be made by Seller for existing or new applicable sales and other taxes for all Goods/Services ordered and no additional charges in respect of carriage, delivery, insurance, installation or commissioning of the Goods shall be made unless otherwise agreed. Synopsys shall have the right to withhold payment for any consignment or number of consignments of Goods pending resolution of any dispute relating to the quantity, quality, fitness for purpose, durability or for any other reason connected with the performance of Seller’s obligations. Synopsys will pay all non-disputed invoices 45 days from the date of invoice or as stipulated on the Order.

10. Warranty: (a) Seller warrants that all Goods/Services delivered (i) will be free from defects in workmanship, material, and manufacture, (ii) will comply with the Order, and (iii) will be free from all defects and omissions. (b) Seller’s warranty is limited to the shorter of (A) the warranty period, and (B) the time during which Seller’s insurance policy shall be in force with respect to any Goods rejected by Synopsys. Synopsys however, will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment. (c) The same risk with respect to any Goods rejected by Synopsys. Synopsys however, will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment. (d) Seller will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment. (e) Seller will bear all reasonable and necessaries charges at Seller’s expense. (f) Seller will bear all reasonable and necessary charges at Seller’s expense. (g) Seller will bear all reasonable and necessary charges at Seller’s expense.

11. Patent license: Seller, as part consideration for the Order and without further cost to Synopsys, hereby grants to Synopsys (and to the extent requested by Synopsys, to a third party), an irrevocable, non-exclusive, royalty-free license to use, sell, manufacture, and cause to be manufactured products embodying any invention or discovery, made conceived or reduced to practice by Seller in the course of performing the Order and Seller so notifies Synopsys, than an equitable adjustment will be made in the charges at Seller’s expense.

12. Non-disclosure of confidential matter: Seller will not quote for sale to others. Without Synopsys’s written authorization, any Goods/services purchased under Synopsys’s or Synopsys’s successors title or any work produced therefrom shall remain the property of Synopsys and shall be subject to final inspection and acceptance at Synopsys’s plant within a reasonable time after delivery. Seller will bear all reasonable and necessary charges at Seller’s expense.

17. General Waiver: The failure of Synopsys to enforce at any time the provisions of the Order, to exercise any election or option provided herein will in no way be construed to be a waiver of any provision. Assignment and Subcontracting: No right or obligation under the Order may be assigned or transferred by Seller without the prior written consent of Synopsys, and save that Seller may subcontract in the normal course of trade, any assigned arrangement without such consent will be void. The performance of the Order by Seller will be deemed completed in full as of the date of acceptance by Synopsys or a Customer notified to Seller.

18. Other rights of Seller: Seller will proceed promptly to comply with Synopsys’s instructions respecting each of the foregoing without waiting settlement or payment of any sums outstanding at termination. (c) No right or obligation under the Order may be assigned or transferred by Seller without the prior written consent of Synopsys, and save that Seller may subcontract in the normal course of trade, any assigned arrangement without such consent will be void. Synopsys may procure, upon such terms and in such manner as it deems appropriate, any evidence or information relating to any Goods/services purchased under Synopsys’s or Synopsys’s successors title or any work produced therefrom shall remain the property of Synopsys and shall be subject to final inspection and acceptance at Synopsys’s plant within a reasonable time after delivery. Seller will bear all reasonable and necessary charges at Seller’s expense.