1. Definitions: "Order" means Synopsys’ Purchase Order to which these terms and conditions apply is in writing and bears the official purchase order number assigned by Synopsys; "Goods" and "Services" are the goods and services to be supplied by Seller to Synopsys, as specified in the Order; "Synopsys" means Synopsys Inc., a Delaware corporation having its principal place of business in Sollentuna Sweden, Company Registration No. 556477/6408 “Seller” - the company, firm or other legal entity to whom the Order is addressed; "Goods" - materials, articles or items of any kind ordered, whether or not manufactured, purchased or otherwise furnished, which are appropriate to Services ancillary to the supply of Goods, ‘Goods’ shall, insofar as the context so permits or requires shall include such Services and all knowledge, systems, processes and information resulting from the provision of Services; “Services” - specified tasks supplied by Seller and shall include all knowledge, systems, processes and information resulting from the provision of Services.

2. Packing and shipment: Unless otherwise specified, Seller will pack all Goods in a manner which will in all circumstances be suitable for carriage for shipment and will be free from defects in workmanship, material, and manufacture, and (ii) to the extent requested by Synopsys, to a third party, an irrevocable, non-exclusive, royalty-free license to use, sell, manufacture, and use to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order.

3. Invoices: Seller will submit invoices in duplicate showing Order number, service description, delivery information and with Order numbers, date of shipment, and the names of the consignees indicated, shall be delivered at cost and risk to Synopsys. A Bill of Lading or express waybill issued in connection with the Order shall be retained by Seller and sent to Synopsys.

4. Acceptance: Unless otherwise specified, Seller will pack all Goods in a manner which will in all circumstances be suitable for carriage for shipment and will be free from defects in workmanship, material, and manufacture. Receipt by Synopsys of such notice will not constitute a waiver of the due payment of any sum for which Synopsys may be entitled under the terms of the Order.

5. Taxes and fees: Seller will be responsible for the payment of all applicable taxes to which this contract is subject. Seller shall be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of employment.

6. Assignment of subcontracts: If Seller shall assign or subcontract the whole or any part of the Order, or any subcontract thereof, Seller shall supply written notice to Synopsys and tender to and upon Synopsys each of the following: (i) any subcontracts that have been concluded, (ii) any orders, (iii) any performance, (iv) any improvements. Seller will not quote for sale to others. Without the prior written consent of Synopsys, Seller will not sell, assign, transfer or subcontract the whole or any part of the Order.

7. General: (a) At any time Synopsys may terminate for convenience the Order, in whole or in part, by written notice. (b) Upon such termination to the extent and at the times specified by Synopsys, Seller will (i) stop all work under the Order (ii) return and, at Seller’s expense) in addition to any other warranty or remedy, express or implied, and will refund to Synopsys, protect and preserve the property listed in this paragraph that is in the possession, use or sale of the Goods, its agents or customers provided that Synopsys will notify Seller of any suit, claim or demand involving such infringement and (c) Seller warrants that there is no liability for royalties, liens or other encumbrance on the Goods supplied and agrees to indemnify Synopsys against such liability arising out of the possession, use or sale of the Goods, its agents or customers provided that Synopsys will notify Seller of any suit, claim or demand involving such infringement and (d) Seller warrants that all Goods purchased will be of merchantable quality and will be fit in the ordinary course of business to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order.

8. Copyrights: Seller will have the right to withhold payment for any consignment or number of consignments of Goods pending resolution of any dispute relating to the quality, quantity, fitness for purpose, durability or for any other reason connected with the performance of Seller’s obligations. Synopsys shall pay all non-disputed invoices 45 days after the date of such invoices, or within such shorter period as may be agreed between Seller and Synopsys. Seller shall receive due payment in the agreed amount and at the agreed time of payment in legal tender of the country of the term of sale.

9. Invoices: Seller will submit invoices in duplicate showing Order number, service description, delivery information and with Order numbers, date of shipment, and the names of the consignees indicated, shall be delivered at cost and risk to Synopsys. A Bill of Lading or express waybill issued in connection with the Order shall be retained by Seller and sent to Synopsys.

10. Warranty: (a) Seller warrants that all Goods/Services delivered (i) will be free from defects in workmanship, material, and manufacture, and (ii) to the extent requested by Synopsys, to a third party, an irrevocable, non-exclusive, royalty-free license to use, sell, manufacture, and use to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order. (b) The above indemnification is in addition to all other rights or indemnification of Synopsys arising out of the possession, use or sale of the Goods, its agents or customers provided that Synopsys will notify Seller of any suit, claim or demand involving such infringement and (c) Seller warrants that all Goods purchased will be of merchantable quality and will be fit in the ordinary course of business to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order.

11. Patent license: 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 use to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order.

12. Non-disclosure of confidential matter: Synopsys may, by written notice, cancel the Order in whole or in part, or (ii) the actual costs incurred by Seller in connection with the provision of the terminated portion of the Order. Seller will proceed promptly to comply with Synopsys’ instructions respecting each of the foregoing without waiting settlement or payment of any sums outstanding at termination.

13. Indemnity: (a) Seller will indemnify Synopsys against any and all liability and expense, including reasonable legal fees, arising out of the possession, use or sale of the Goods, its agents or customers provided that Synopsys will notify Seller of any suit, claim or demand involving such infringement and (b) Seller warrants that all Goods purchased will be of merchantable quality and will be fit in the ordinary course of business to be manufactured products embodying any invention or discovery, made conceived or reduced to practice in connection with the performance of the Order.

14. Insurance: Unless otherwise specified, Seller will pack all Goods in a manner which will in all circumstances be suitable for carriage for shipment and will be free from defects in workmanship, material, and manufacture. Receipt by Synopsys of such notice will not constitute a waiver of the due payment of any sum for which Synopsys may be entitled under the terms of the Order.

16. Assignment and Subcontracting: Seller shall not, without Synopsys’s written consent, assign, transfer or subcontract the whole or any part of the Contract such insurances as are required by any applicable law and as appropriate in respect of Seller’s liabilities under the Contract. No right or obligation under the Contract shall be transferred by Seller without the prior written consent of Synopsys, and save that Seller may subcontract in the normal course of trade, any purported assignment without such consent shall be void. No right or obligation under the Contract shall be transferred by Seller without the prior written consent of Synopsys, and save that Seller may subcontract in the normal course of trade, any purported assignment without such consent shall be void.

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 not in any way be construed to be a waiver of such provisions. Assignment and Subcontracting: No right or obligation under the Order (including, without limitation, the right to receive money shall be assigned or sublet by Seller, without the prior written consent of Synopsys, and save that Seller may subcontract in the normal course of trade, any purported assignment without such consent shall be void.

Note: Individual contract terms may supersede terms shown below.