

Synopsys Purchase Order Terms and Conditions

1. ORDER; ACCEPTANCE: "Buyer" as used herein means Synopsys, Inc. or the Synopsys subsidiary company issuing this Order, as the case may be. Written acceptance by Seller or commencement of any work or performance of services called for hereunder shall constitute acceptance of this Order and its terms and conditions by Seller. Any additional or different terms proposed by Seller are objected to and hereby rejected unless such additional or different terms are specified in a separate written agreement signed by both parties.

2. PRICES AND TAXES: Acceptance of this Order constitutes a warranty that the price to be charged for products or services does not exceed the lowest price charged to any other customer for similar delivery requirements. Unless otherwise specified, the prices in this Order may not include applicable federal, state, and local taxes.

3. INVOICES: Seller shall submit invoices showing the Order number, line item number, description of product/service, quantity, unit prices, tax, extended totals, and any other information elsewhere specified. For shipments of products to Buyer, Bill of Lading or express receipt must accompany each invoice. Payment of invoice(s) will not constitute acceptance of products/services and will be subject to adjustment for errors, shortages, defects in products/services or other failure of Seller to meet Order requirements. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller or any of its affiliated companies to Buyer.

4. DISCOUNT: Time in connection with any discount offered by Seller will be computed from the latest of (i) scheduled delivery date; (ii) date of actual delivery; or (iii) date that an acceptable invoice is received. For the purpose of earning discounts, payment will be deemed to have been made on the date of mailing of Buyer's check.

5. OVERSHIPMENTS: Buyer will pay only for quantities ordered. Overshipments will be held by Buyer at Seller's risk and expense for a reasonable time. Return shipping charges for excess quantities will be at Seller's expense.

6. PACKING AND SHIPPING: Unless otherwise specified, when the price of this Order is based on weight of ordered goods, such price is to cover only net weight of material ordered. No charges are allowed for packing, handling, transportation, storage or other packing requirements. Seller will package all products (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for particular products, (iii) in accordance with I.C.C. regulations if applicable, and (iv) adequate to insure safe arrival of goods at named destination. Seller will mark all containers with necessary lifting, handling, and shipping information and with Order number, date of shipment, and names of consignee and consignor. An itemized packing list must accompany each shipment. No delivery will be made prior to the due date specified in the Order unless Buyer has given prior authorization.

7. F.O.B. POINT; RISK OF LOSS OR DAMAGE: Unless otherwise specified, the products ordered hereunder will be delivered on an F.O.B. Origin basis. Notwithstanding any prior inspection and irrespective of the F.O.B point named herein, Seller will bear all risk of loss, damage or destruction to ordered products until final acceptance of products by Buyer at destination. Seller will bear the same risk with respect to any goods rejected by Buyer.

8. WARRANTY: Seller warrants that (a) all products delivered (i) will be free from defects in design, workmanship, material, and manufacture, (ii) will comply with requirements of this Order, including any drawings/specifications referenced herein, and (iii) will be of merchantable quality and fit for the purposes intended by Buyer; and (b) all services will be performed in a timely, diligent and competent manner in accordance with industry standards. The foregoing warranties are in addition to all other warranties express or implied, and will survive any delivery, inspection, acceptance or payment by Buyer. All warranties run to the benefit of Buyer and its customers. Buyer's approval of Seller's materials or designs will not relieve Seller of any warranty obligations. If goods delivered do not meet the warranties specified herein, Buyer may, at its option (i) require Seller to correct any defective or nonconforming products by repair or replacement at no cost to Buyer, or (ii) return such defective or nonconforming product(s) to Seller at Seller's

expense and recover from Seller the Order price thereof, or (iii) correct the defective or nonconforming product(s) itself and charge Seller with the cost of such correction.

9. INSPECTION AND ACCEPTANCE: Notwithstanding any prior payments, all products/services will be subject to final inspection and acceptance at Buyer's premises within a reasonable time after delivery. In case any item is defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, Buyer shall have the right to reject it, to require its correction, or to accept it with an adjustment in price. If Seller fails to promptly replace or correct any defective item, Buyer may exercise its rights pursuant to Section 13 (Termination for Default).

10. CHANGE ORDERS: Buyer may from time to time, by written order, make changes within the general scope of this Order in any one or more of the following: (i) Increase or decrease ordered quantities; (ii) change drawings, designs, or specifications; (iii) change method of shipping or packing; (iv) change place of delivery; (v) change scope of work and/or services. If any such change(s) cause an increase or decrease in cost of, or time required for performance of any part of the work under this Order, Buyer shall make an equitable adjustment in the Order price, delivery schedule, or both, and shall modify the Order accordingly. Seller must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written Change Order. Failure to agree to any adjustment shall be a dispute under the Disputes provisions of this Order. However, nothing in this clause shall excuse Seller from proceeding with the Order as changed.

11. IP LICENSE: Except for purchases of commercial off-the-shelf products, Seller, without further cost to Buyer, hereby grants to Buyer (and to the extent requested by Buyer, to Buyer's customer) an irrevocable, non-exclusive, royalty-free license to use, sell, manufacture, and cause to be manufactured products embodying (i) to the extent incorporated into products delivered to Buyer hereunder, Seller's proprietary information or other intellectual property that Seller owned or had rights to prior to the commencement of performance and (ii) any invention or discovery made, conceived, or reduced to practice in connection with the performance of the Order.

12. TERMINATION FOR CONVENIENCE: At any time, Buyer may terminate work under this Order for convenience, in whole or in part, by written notice. Upon such termination Seller will, to the extent and at times specified by Buyer, stop all work under this Order, place no further orders for materials to complete the work, assign to Buyer all Seller's interests under terminated subcontracts and orders, settle all claims thereunder after obtaining Buyer's approval, protect all property in which Buyer has or may acquire an interest, and transfer title and make delivery to Buyer of all articles, products, materials, work in process, and other items held or acquired by Seller in connection with the terminated portion of this Order. Seller will proceed promptly to comply with Buyer's instructions respecting each of the foregoing without awaiting settlement or payment. Unless otherwise agreed by the parties, Buyer will pay Seller the following amounts: (i) the contract price for all items completed or services rendered in accordance with this Order and not previously paid for; (ii) actual costs incurred by Seller which are properly allocable under recognized commercial accounting practices to the terminated portion of this Order, plus a mutually agreed profit on such costs (but if it appears Seller would have sustained a loss on the Order, no profit will be allowed, and an adjustment will be made reducing the amount of the settlement to reflect the indicated rate of loss); and (iii) reasonable costs incurred by Seller in making settlement hereunder and in protecting property in which Buyer has or may acquire an interest. Payment made under subparagraphs (i) and (ii) above may not exceed the aggregate price specified in this Order, less payments otherwise made or to be made. Any amounts payable for property lost, damaged, stolen, or destroyed prior to delivery to Buyer will be excluded from amounts otherwise payable to Seller.

13. TERMINATION FOR DEFAULT: Buyer may, by written notice of default to Seller, terminate this Order in whole or in part in any one of the following circumstances: If Seller (a) fails to deliver products or perform services within the time specified herein, or (b) breaches any provision of this Order or fails to make progress so as to endanger performance of this Order in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of said notice of default from Buyer. In the event Buyer terminates this Order for default, Buyer may take over such terminated work and prosecute the same to completion by contract or otherwise, and Seller shall be liable to Buyer for any excess costs for such work.

Seller shall continue performance of this Order to the extent not terminated. Buyer may require Seller to transfer title to, and deliver to the extent directed by Buyer (i) any completed products and (ii) such partially completed products as Seller has specifically produced or specifically acquired for performance of such part of this Order as has been terminated. Seller shall, upon direction of Buyer, protect and preserve property in possession of Seller in which Buyer has an interest. Payment for completed products delivered to and accepted by Buyer shall not exceed the Order price. If, after said notice of termination, it is determined that Seller was not in default, or in the case of an excusable delay in delivery, the rights and obligations of the parties hereto shall be the same as if notice of termination had not been issued. Remedies stated herein are in addition to all other remedies at law or in equity.

14. FORCE MAJEURE: Seller shall be excused for any delay in the delivery of product or services procured hereunder as a result of any act of God, acts of a public enemy, acts of governments in their sovereign capacity, natural disasters, fire, war and insurrection, epidemics, quarantine restrictions, strikes, lockouts, or other industrial disputes, sabotage, breakdowns, and embargoes; which in every case, are beyond the reasonable control of Seller and without fault or negligence of Seller and/or its subcontractors. If delivery of products or performance of services are to be delayed, Seller shall immediately notify Buyer in writing and Buyer may at its option (a) extend time of performance or (b) immediately terminate this Order in whole or in part upon written notice to Seller and receive a refund of any amounts pre-paid for any services and deliverables not received by Buyer.

15. INSURANCE: Seller and its subcontractors at all tiers shall obtain and maintain such insurance coverage as is customary in Seller's industry and is no less than that required by applicable law, including Workers Compensation/ Employers' Liability or the local equivalent coverage with statutory limits. Seller shall also maintain Commercial General Liability or the local equivalent insurance in an amount of no less than One Million Dollars (USD \$1,000,000). If requested by Buyer, Seller shall provide copies of its certificate(s) of insurance reasonably satisfactory to Buyer.

16. INDEMNIFICATION: Seller agrees to defend, indemnify and hold harmless Buyer and its affiliates and their customers, officers, employees, suppliers (including providers of software or services) and representatives ("Synopsis Indemnitees") from and against any and all claims, costs, losses, expenses, and liabilities (including reasonable attorney's fees) ("Claims") arising as a result of (a) death or personal injury (including bodily injury) to any person or (b) destruction or damage to any tangible property, in each case to the extent caused by the breach, negligence, or misconduct of Seller or its agents or representatives. Seller further agrees to defend, indemnify and hold harmless the Synopsis Indemnitees from any Claim alleging that a product or service or its use by Buyer infringes, violates, or misappropriates any intellectual property rights of any third party. Seller will defend such Claim with counsel reasonably acceptable to Buyer and will not settle any Claim containing an admission of liability by Buyer, or that imposes any obligation or liability on Buyer, without Buyer's prior written consent. Seller further agrees to indemnify the Synopsis Indemnitees against any and all liability and expense resulting from any alleged defects in goods, whether latent or patent, including allegedly improper construction and design, or from failure of goods to comply with any drawings and/or specifications.

17. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION: Except as otherwise provided herein, neither Buyer nor Seller will disclose to any third party any of the other's Confidential Information without the disclosing party's prior written consent. Seller will not quote for sale to others, without Buyer's written authorization, any goods purchased under Buyer's specifications or drawings. All specifications, drawings, samples, and other data furnished by Buyer will be treated by Seller as Buyer's Confidential Information, will remain Buyer's property, and will be returned to Buyer or securely disposed of upon Buyer's request. Synopsis Confidential Information includes confidential information of its customers. As used herein, "Confidential Information" includes all information that is (i) disclosed in tangible form and conspicuously designated as "Confidential," (ii) disclosed orally or by electronic media that is identified at or prior to the time of disclosure as confidential, or (iii) any other non-public information which, by the nature of the circumstances surrounding the disclosure, should reasonably be understood by the receiving party to be confidential. A party may disclose Confidential Information if required by judicial or governmental order provided that such party takes reasonable steps to first give the disclosing party sufficient prior notice to contest such order. The confidentiality obligations set forth herein shall survive the expiration or termination of this Order.

18. DATA PRIVACY: If any data disclosed to Seller or processed by Seller consists of “personal information” or “personal data” (as defined under applicable Data Privacy Laws), Seller shall not access, collect, store, retain, transfer, use or otherwise process such data except: (i) in the interest and on behalf of Buyer; (ii) as directed by authorized personnel of Buyer in writing; and (iii) in accordance with all applicable privacy laws including, without limitation, the European General Data Protection Regulation (GDPR), the United Kingdom version of the GDPR, the California Consumer Privacy Act (CCPA), and the China Personal Information Protection Law (collectively, “Data Privacy Laws”). In the event Seller or its affiliates may receive, store, process or gain access to personal data of Buyer’s employees, customers, prospective customers or suppliers located or residing in Europe or the UK, Seller agrees to execute a GDPR-compliant Data Processing Addendum in a customary form. In the event the Order authorizes Seller to collect data concerning users, e.g., for product improvement or benchmarking purposes, such data shall only be collected in Aggregate form and shall not be sold or otherwise used by Seller for any other purpose. “Aggregate” means that the data is de-identified (stripped of any information used to identify Buyer, its employees or customers). Nothing contained herein shall be deemed to authorize the sale of personal information to or by Seller or any third party for monetary or other valuable consideration, and Seller agrees to refrain from taking any action that would cause any transfers of personal data to or from Seller to qualify under the CCPA or other laws as “sharing” for advertising purposes or as “selling” personal information.

19. DATA SECURITY: In handling or accessing any Buyer data, including but not limited to personal data, Seller agrees to comply with the Synopsys Information Security Requirements for Vendors available for review at www.synopsys.com/security-requirements/. Buyer agrees to provide information on its compliance program and submit to reasonable data security and privacy compliance audits by Buyer or, at Buyer’s request, by an independent third party or customer of Buyer, to verify compliance with these requirements and applicable law.

20. TRADE NAMES AND TRADEMARKS: Seller shall make no use of Buyer’s name, trade names or trademarks in connection with Seller’s own advertising, marketing, web site, etc. without obtaining Buyer’s prior written permission in each instance.

21. NO-HIRE CLAUSES: Notwithstanding any terms contained in Seller’s proposal, quotation, statement of work, or other document, Buyer shall not be bound by, and hereby rejects, any clause that purports to prohibit Buyer from hiring or offering employment to current or former employees of Seller, or that would penalize Buyer or subject Buyer to payment of penalties, liquidated damages or the like for hiring or offering employment to current or former employee(s) of Seller.

22. ASSIGNMENT: No right or obligation under this Order (including the right to receive monies due) may be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent will be void. Buyer may assign this Order at any time if such assignment is considered necessary by Buyer in connection with a sale of Buyer’s assets or a transfer of its obligations.

23. APPLICABLE LAW; DISPUTES: This Order will be governed by the laws of the state of incorporation of the Buyer entity issuing this Order without reference to its body of law governing conflict of laws; provided, however, that (a) if the Buyer entity is incorporated in the United States, this Order will be governed by the laws of the United States and the State of California excepting that body of California law governing conflict of laws, and any disputes or claims arising out of or related to this Order shall be submitted to the exclusive jurisdiction of the federal and state courts within Santa Clara County, California; (b) if the Buyer entity is incorporated in the European Union, this Order will be governed by the laws of Ireland; (c) if the Buyer entity is incorporated in India or Sri Lanka, any dispute arising out of or in connection with this Order shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC’s Arbitration Rules (“SIAC Rules”), which SIAC Rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one arbitrator appointed in accordance with the SIAC Rules. The tribunal and the parties may by agreement hold hearings in any location convenient to the tribunal and the parties, including by teleconference and videoconference; and (d) if the Buyer entity is incorporated in China, any dispute arising out of or in connection with this Order shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under its Administered Arbitration Rules (“HKIAC Rules”) which HKIAC Rules are

deemed to be incorporated by reference in this clause. There shall be three arbitrators selected in accordance with the HKIAC Rules. The seat of arbitration shall be Hong Kong. All arbitration proceedings pursuant to this Section 23 shall be conducted in English, and the award rendered in any such arbitration shall be binding on both parties and shall be enforceable in accordance with its terms. The costs of the arbitration and the manner of bearing such costs shall be determined by the tribunal. Notwithstanding the foregoing, claims for preliminary injunctive relief in connection with a breach or anticipated breach of Seller's obligations of confidentiality may be brought in a court of competent jurisdiction over the parties and the subject matter. Each party expressly excludes the application of the United Nations Convention on Contracts for the International Sale of Goods.

24. GOVERNMENT CONTRACTS: If this Order is issued for any purpose that is either directly or indirectly connected with the performance of a prime contract with the United States Government or a subcontract thereunder, the applicable terms of the Federal Acquisition Regulations (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) shall be incorporated herein and made a part hereof. The "Equal Opportunity Clause" set forth in 41 CFR 60-1.4(a), the clause labeled "Affirmative Action of Disabled Veterans and Veterans of the Vietnam Era" set forth in 41 CFR 60-250.4 and the clause labeled "Affirmative Action for Handicapped Workers" set forth in 41 CFR 60-741.4 are hereby incorporated by reference and all references in such clauses to "the Contractor" shall be deemed to refer to Seller.

25. EXPORT LAW COMPLIANCE. Seller shall comply with all applicable export control laws and economic sanctions laws and regulations. The provisions of this clause shall include the export or import laws or regulations of any country or countries controlling or having jurisdiction over imports or exports covered or contemplated hereunder. Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees and other expenses arising from Seller's failure to comply with this clause.

26. ANTI-CORRUPTION: To the extent applicable to Seller's services hereunder, Seller will comply with, as relevant, the US Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and local anti-corruption laws.

27. FORCED LABOR AND HUMAN TRAFFICKING: Upon request by Buyer, Seller will certify that it and its suppliers are in compliance with all relevant laws concerning forced labor and human trafficking.

28. CONFLICT MINERALS: If this Order pertains to materials for incorporation into Buyer's hardware products, Seller acknowledges that Buyer or its parent company are required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Act") and among other requirements must file disclosures with the United States Securities and Exchange Commission related to the use of certain minerals obtained from Conflict-Affected and High-Risk Areas identified in the Act. At Buyer's request, Seller will execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI from time to time, or in any other form that Buyer reasonably requests, demonstrating to Buyer's satisfaction that Seller is Conflict Free (as defined in the Act) with respect to all items supplied to Buyer.

29. Codes of Conduct: Seller agrees to conduct its business in a manner consistent with the [Synopsis Code of Ethics and Business Conduct](#) and [Synopsis Supplier Code of Conduct](#). Sellers providing materials for incorporation into Buyer's hardware products must also comply with the Responsible Business Alliance (RBA) Code of Conduct.

30. Responsible Business: Buyer's commitment to responsible business practices extends to all suppliers and vendors. Upon request, Seller agrees to complete a Responsible Business questionnaire on topics such as greenhouse gas emissions disclosure and reduction targets. Buyer expects to institute a "preferred vendor" program for suppliers who align with Buyer's commitments.