UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(MARK ONE)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE QUARTERLY PERIOD ENDED JANUARY 31, 2009

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE TRANSITION PERIOD FROM TO

COMMISSION FILE NUMBER: 0-19807

SYNOPSYS, INC.
(Exact name of registrant as specified in its charter)

DELAWARE	**56-1546236**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

700 EAST MIDDLEFIELD ROAD
MOUNTAIN VIEW, CA 94043
(Address of principal executive offices, including zip code)

(650) 584-5000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (l) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒		Accelerated filer ☐
Non-accelerated filer ☐	(Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

As of March 6, 2009, there were 143,436,108 shares of the registrant's common stock outstanding.

SYNOPSYS, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE FISCAL QUARTER ENDED JANUARY 31, 2009

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

SYNOPSYS, INC.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except par value amounts)

	January 31, 2009	October 31, 2008
ASSETS		
Current assets:		
Cash and cash equivalents	$ 470,165	$ 577,632
Short-term investments	372,116	373,669
Total cash, cash equivalents and short-term investments	842,281	951,301
Accounts receivable, net	150,083	147,365
Deferred income taxes	136,533	133,609
Income taxes receivable	49,534	49,859
Other current assets	42,936	40,156
Total current assets	1,221,367	1,322,290
Property and equipment, net	141,152	145,087
Goodwill	917,794	899,640
Intangible assets, net	109,870	114,760
Long-term deferred income taxes	168,070	177,386
Other long-term assets	78,405	83,315
Total assets	$ 2,636,658	$ 2,742,478
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 182,608	$ 289,769
Accrued income taxes	9,395	14,496
Deferred revenue	547,343	604,718
Total current liabilities	739,346	908,983
Long-term accrued income taxes	154,679	152,745
Deferred compensation and other liabilities	76,882	76,970
Long-term deferred revenue	61,636	75,409
Total liabilities	1,032,543	1,214,107
Stockholders' equity:		
Preferred Stock, $0.01 par value: 2,000 shares authorized; none outstanding	—	—
Common Stock, $0.01 par value: 400,000 shares authorized; 142,010 and 141,786 shares outstanding, respectively	1,420	1,418
Capital in excess of par value	1,482,555	1,471,031
Retained earnings	485,175	434,057
Treasury stock, at cost: 15,261 and 15,485 shares, respectively	(337,892)	(342,856)
Accumulated other comprehensive loss	(27,143)	(35,279)
Total stockholders' equity	1,604,115	1,528,371
Total liabilities and stockholders' equity	$ 2,636,658	$ 2,742,478

See accompanying notes to unaudited condensed consolidated financial statements.

SYNOPSYS, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	Three Months Ended January 31,	
	2009	**2008**
Revenue:		
Time-based license	$ 285,052	$ 267,860
Upfront license	18,327	12,521
Maintenance and service	36,376	35,084
Total revenue	339,755	315,465
Cost of revenue:		
License	41,823	40,398
Maintenance and service	15,579	15,879
Amortization of intangible assets	8,022	5,033
Total cost of revenue	65,424	61,310
Gross margin	274,331	254,155
Operating expenses:		
Research and development	97,807	92,514
Sales and marketing	77,384	77,370
General and administrative	27,182	23,841
In-process research and development	600	—
Amortization of intangible assets	3,786	6,591
Total operating expenses	206,759	200,316
Operating income	67,572	53,839
Other income, net	2,099	6,330
Income before provision for income taxes	69,671	60,169
Provision for income taxes	17,242	13,724
Net income	$ 52,429	$ 46,445
Net income per share:		
Basic	$ 0.37	$ 0.32
Diluted	$ 0.37	$ 0.31
Shares used in computing per share amounts:		
Basic	141,865	146,001
Diluted	142,612	150,683

See accompanying notes to unaudited condensed consolidated financial statements.

SYNOPSYS, INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Three Months Ended January 31,	
	2009	**2008**
Cash flow from operating activities:		
Net income	$ 52,429	$ 46,445
Adjustments to reconcile net income to net cash used in operating activities:		
Amortization and depreciation	25,418	25,333
Share-based compensation	14,143	15,644
Allowance for doubtful accounts	1,490	—
Write-down of long-term investments	2,960	—
(Gain) loss on sale of investments	(172)	200
Deferred income taxes	8,340	(1,858)
Net change in deferred gains and losses on cash flow hedges	3,648	2,104
In-process research and development	600	—
Net changes in operating assets and liabilities, net of acquired assets and liabilities:		
Accounts receivable	(2,911)	(17,077)
Other current assets	(2,009)	(1,185)
Other long-term assets	407	(488)
Accounts payable and accrued liabilities	(101,970)	(81,102)
Accrued income taxes	(5,771)	2,754
Deferred revenue	(79,456)	(42,969)
Deferred compensation and other liabilities	928	1,018
Net cash used in operating activities	(81,926)	(51,181)
Cash flows from investing activities:		
Proceeds from sales and maturities of short-term investments	64,047	150,523
Purchases of short-term investments	(60,059)	(173,675)
Purchases of long-term investments	—	(1,500)
Purchases of property and equipment	(8,258)	(9,726)
Cash paid for acquisitions	(27,333)	—
Capitalization of software development costs	(720)	(704)
Net cash used in investing activities	(32,323)	(35,082)
Cash flows from financing activities:		
Principal payments on capital leases	(492)	—
Issuances of common stock	1,152	12,097
Purchases of treasury stock	—	(82,865)
Net cash provided by (used in) financing activities	660	(70,768)
Effect of exchange rate changes on cash and cash equivalents	6,122	5,759
Net change in cash and cash equivalents	(107,467)	(151,272)
Cash and cash equivalents, beginning of year	577,632	579,327
Cash and cash equivalents, end of period	$ 470,165	$ 428,055

See accompanying notes to unaudited condensed consolidated financial statements.

SYNOPSYS, INC.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Description of Business

Synopsys, Inc. (Synopsys or the Company) is a world leader in electronic design automation (EDA), supplying the global electronics market with software, intellectual property (IP) and services used in semiconductor design and manufacturing. The Company delivers technology-leading semiconductor design and verification platforms and integrated circuit (IC) manufacturing related products to the global electronics market, enabling the development and production of complex systems-on-chips (SoCs). In addition, the Company provides IP, system-level solutions and design services to simplify the design process and accelerate time-to-market for our customers, and software and services that help customers prepare and optimize their designs for manufacturing.

Note 2. Summary of Significant Accounting Policies

The Company has prepared the accompanying unaudited condensed consolidated financial statements pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). Pursuant to these rules and regulations, the Company has condensed or omitted certain information and footnote disclosures it normally includes in its annual consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles (GAAP). In management's opinion, the Company has made all adjustments (consisting only of normal, recurring adjustments, except as otherwise indicated) necessary to fairly present its financial position, results of operations and cash flows. The Company's interim period operating results do not necessarily indicate the results that may be expected for any other interim period or for the full fiscal year. These financial statements and accompanying notes should be read in conjunction with the consolidated financial statements and notes thereto in Synopsys' Annual Report on Form 10-K for the fiscal year ended October 31, 2008 filed with the SEC on December 22, 2008.

To prepare financial statements in conformity with GAAP, management must make estimates and assumptions that affect the amounts reported in the unaudited condensed consolidated financial statements and accompanying notes. Actual results could differ from these estimates and may result in material effects on the Company's operating results and financial position.

Principles of Consolidation. The consolidated financial statements include the accounts of the Company and all of its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Fiscal Year End. The Company has adopted a fiscal year ending on the Saturday nearest to October 31. The Company's first fiscal quarter ended on January 31, 2009. Fiscal 2009 is a 52-week fiscal year. For presentation purposes, the unaudited condensed consolidated financial statements and accompanying notes refer to the applicable calendar month end.

Note 3. Fair Value Measurements of Financial Assets and Liabilities

Effective November 1, 2008, the Company adopted *Statement of Financial Accounting Standards (SFAS) No. 157, Fair Value Measurements* (SFAS 157), which defines fair value, establishes guidelines and enhances disclosures for fair value measurements. In February 2008, the Financial Accounting Standards Board (FASB) issued Staff Position (FSP) *FSP 157-2, "Effective Date of FASB Statement No. 157"* (FSP 157-2). FSP 157-2 delays the effective date of SFAS 157 for all non-financial assets and liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis, until the Company's fiscal year 2010. SFAS 157 clarifies the definition of fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In addition to defining fair value, SFAS 157 establishes a three-tier fair value hierarchy that encourages the use of observable inputs but allows for unobservable inputs when observable inputs do not exist:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical instruments in active markets;

Level 2—Observable inputs other than quoted prices included in Level 1 for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-driven valuations in which all significant inputs and significant value drivers are observable in active markets; and

Level 3—Unobservable inputs to the valuation derived from fair valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. In accordance with SFAS 157, the Company's cash equivalents, short-term investments, and marketable equity security are classified within Level 1 or Level 2. These classifications are based on the

fact that cash equivalents and marketable securities are valued using quoted market prices in an active market or alternative pricing sources and models utilizing market observable inputs.

The Company's foreign currency derivative contracts are classified within Level 2 as the valuation inputs are based on quoted prices and market observable data of similar instruments.

The Company's deferred compensation plan assets and liabilities are classified within Level 2 as the inputs to measure the fair value are only indirectly observable. The deferred compensation plan assets and liabilities consist of mutual funds invested in domestic and international marketable securities.

The Company's strategic investments in privately held companies are classified within Level 3 as most of the inputs used to value the investments are unobservable.

Assets/Liabilities Measured at Fair Value on a Recurring Basis

Assets and liabilities measured at fair value on a recurring basis are summarized below as of January 31, 2009:

		Fair Value Measurement at Reporting Date Using		
Description (in thousands)	**Total as of January 31, 2009**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Assets				
Cash equivalents:				
Money market funds and bank deposits	$ 468,165	$ 468,165	$ —	$ —
Municipal securities	2,000	—	2,000	—
Short-term investments:				
Municipal securities	372,116	—	372,116	—
Other long-term assets:				
Marketable equity security(1)	344	344	—	—
Deferred compensation plan assets	57,909	2	57,907	—
Total assets	$ 900,534	$ 468,511	$ 432,023	$
Liabilities				
Foreign currency derivative contracts	$ 18,656	$ —	$ 18,656	$ —
Deferred compensation plan liabilities	58,109	—	58,109	—
Total liabilities	$ 76,765	$ —	$ 76,765	$ —

(1) In the first quarter of fiscal 2009, the Company recorded $0.9 million of other-than-temporary impairment charges in other income, net, due to the decline of the stock price of a public company in our long-term investment portfolio.

Assets/Liabilities Measured at Fair Value on a Non-recurring Basis

Equity investments in privately-held companies are accounted for under the cost method of accounting. These equity investments (also called non-marketable equity investments) are classified within Level 3 as they are valued using unobservable data or data in an inactive market. The Company evaluates the fair value of each investment when an event or circumstance indicates an other-than-temporary decline in value has occurred. In the first quarter of fiscal 2009, the Company determined one investment had impairment indicators and thus calculated the fair value of this investment by determining what a willing buyer would pay to purchase the investment using a financial model based on business enterprise value and calculating its liquidity preference. The inputs to the financial model were based on cash flow projections. As a result of the fair value measurement, the Company recorded $2.1 million of other-than-temporary impairment charges on the investment in other (loss) income, net, on the unaudited condensed consolidated statement of operations in the first quarter of fiscal 2009.

The following table presents the balance of assets and liabilities measured at fair value on a non-recurring basis as of January 31, 2009, and losses recorded during the three months ended January 31, 2009:

		Fair Value Measured Using			
(in thousands)	Total as of January 31, 2009	Quoted Prices in Active Markets for Identical Instruments (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total gains (losses) for three months ended January 31, 2009
Non-marketable equity investments	$ 11,757	$ —	$ —	$ 11,757	$ (2,090)

Effective January 1, 2009, the Company also adopted SFAS 159, *The Fair Value Option for Financial Assets and Financial Liabilities — including an Amendment of FASB Statement No. 115.* Under this statement, entities may choose to measure certain financial instruments and liabilities at fair value on a contract-by-contract basis, with changes in fair value recognized in earnings. As of January 31, 2009, the Company did not elect such option for its financial instruments and liabilities.

Note 4. Business Combinations

On December 18, 2008, the Company acquired the assets of a business for cash and incurred acquisition related costs. The Company preliminarily allocated the total purchase consideration to the assets and liabilities acquired, including identifiable intangible assets, based on their respective fair values at the acquisition date, resulting in goodwill of $19.8 million, in process research and development expense of $0.6 million, and identifiable intangible assets of $6.9 million. The intangible assets are being amortized over one to six years. Goodwill, which is deductible for tax purposes, represents the excess of the purchase price over the fair value of tangible and identifiable intangible assets acquired and will not be amortized.

Other

During the first quarter of fiscal 2009, the Company paid $1.2 million for achievement of certain product milestones related to a prior acquisition. This payment was recorded as an adjustment to goodwill in the prior year.

Note 5. Goodwill and Intangible Assets

Goodwill as of January 31, 2009 consisted of the following:

	(in thousands)
Balance at October 31, 2008	$ 899,640
Addition(1)	19,837
Other adjustments(2)	(1,683)
Balance at January 31, 2009	$ 917,794

(1) Addition relates to an acquisition of assets of a business in the first quarter fiscal of 2009 as described in Note 4.

(2) Adjustments relate to reduction of merger costs and income tax adjustments for prior year acquisitions.

Intangible assets as of January 31, 2009 consisted of the following:

	Gross Assets	Accumulated Amortization	Net Assets
		(in thousands)	
Core/developed technology	$ 132,731	$ 66,966	$ 65,765
Customer relationships	174,620	140,468	34,152
Contract rights intangible	12,600	9,123	3,477
Covenants not to compete	3,100	2,160	940
Trademarks and trade names	2,700	471	2,229
Capitalized software development costs	9,524	6,217	3,307
Total	$ 335,275	$ 225,405	$ 109,870

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Intangible assets as of October 31, 2008 consisted of the following:

	Gross Assets	Accumulated Amortization	Net Assets
		(in thousands)	
Core/developed technology	$ 128,231	$ 59,577	$ 68,654
Customer relationships	172,420	137,106	35,314
Contract rights intangible	12,500	8,362	4,138
Covenants not to compete	3,100	2,006	1,094
Trademarks and trade names	2,600	330	2,270
Capitalized software development costs	8,784	5,494	3,290
Total	$ 327,635	$ 212,875	$ 114,760

Amortization expense related to intangible assets consisted of the following:

	Three Months Ended January 31,	
	2009	2008
	(in thousands)	
Core/developed technology	$ 7,389	$ 4,562
Customer relationships	3,362	6,197
Contract rights intangible	761	688
Covenant not to compete	154	167
Trademark and trade names	141	10
Capitalized software development costs(1)	723	728
Total	$ 12,530	$ 12,352

(1) Amortization of capitalized software development costs is included in cost of license revenue in the unaudited condensed consolidated statements of operations.

The following table presents the estimated future amortization of intangible assets:

Fiscal Year	(in thousands)
Remainder of fiscal 2009	$ 33,501
2010	32,376
2011	21,106
2012	13,056
2013	5,776
2014 and thereafter	4,055
Total	$ 109,870

Note 6. Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consisted of the following:

	January 31, 2009	October 31 2008
	(in thousands)	
Payroll and related benefits	$ 114,749	$ 188,344
Other accrued liabilities	57,202	74,297
Accounts payable	7,271	23,168
Acquisition related costs	3,386	3,960
Total	$ 182,608	$ 289,769

Note 7. Credit Facility

On October 20, 2006, the Company entered into a five-year, $300.0 million senior unsecured revolving credit facility providing for loans to the Company and certain of its foreign subsidiaries. The amount of the facility may be increased by up to an additional $150.0 million through the fourth year of the facility. The facility contains financial covenants requiring the Company to maintain a minimum leverage ratio and specified levels of cash, as well as other non-financial covenants. The facility terminates on October 20, 2011. Borrowings under the facility bear interest at the greater of the administrative agent's prime rate or the federal funds rate plus 0.50%; however, the Company has the option to pay interest based on the outstanding amount at Eurodollar rates plus a spread between 0.50% and 0.70% based on a pricing grid tied to a financial covenant. In addition, commitment fees are payable on the facility at rates between 0.125% and 0.175% per year based on a pricing grid tied to a financial covenant. As of January 31, 2009, the Company had no outstanding borrowings under this credit facility and was in compliance with all the covenants.

Note 8. Comprehensive Income

The following table presents the components of comprehensive income:

	Three Months Ended January 31,	
	2009	2008
	(in thousands)	
Net income	$ 52,429	$ 46,445
Unrealized gain on investments, net of tax of ($1,625) and ($677), respectively	2,462	1,026
Deferred gain on cash flow hedges, net of tax of ($1,354) and ($779), respectively	2,294	2,104
Reclassification adjustment on deferred loss (gain) on cash flow hedges, net of tax of ($1,126) and $188, respectively	4,253	(1,100)
Foreign currency translation adjustment	(873)	(2,373)
Total	$ 60,565	$ 46,102

Note 9. Stock Repurchase Program

The Company is authorized to purchase up to $500.0 million of its common stock under a stock repurchase program originally established by the Company's Board of Directors (Board) in December 2004 and replenished to $500.0 million in March 2007. The Company repurchases shares to offset dilution caused by ongoing stock issuances from existing plans for equity compensation awards, acquisitions, and when management believes it is a good use of cash. Repurchases are transacted in accordance with Rule 10b-18 under the Securities Exchange Act of 1934 (Exchange Act) through open market purchases, plans executed under Rule 10b5-1 under the Exchange Act and structured transactions.

There were no stock repurchases during the three months ended January 31, 2009. During the three months ended January 31, 2008, the Company purchased 3.4 million shares at an average price of $24.27 per share for an aggregate purchase price of $82.9 million. During the three months ended January 31, 2009 and 2008, approximately 0.2 million and 0.7 million shares were reissued, respectively, for employee share-based compensation requirements. As of January 31, 2009, $209.7 million remained available for future purchases under the program.

Note 10. Share-based Compensation

The Company uses the Black-Scholes option-pricing model to determine the fair value of stock options and employee stock purchase plan awards under SFAS No. 123 (Revised 2004), *Share-Based Payment*, (SFAS123(R)). The Black-Scholes option-pricing model incorporates various subjective assumptions including expected volatility, expected term and interest rates. The expected volatility for both stock options and employee stock purchase plan (ESPP) is estimated by a combination of implied volatility for publicly traded options of the Company's stock with a term of six months or longer and the historical stock price volatility over the estimated expected term of the Company's share-based awards. The expected term of the Company's share-based awards is based on historical experience.

As of January 31, 2009, there was $93.2 million of unamortized share-based compensation expense which is expected to be amortized over a weighted-average period of approximately 3.3 years. The intrinsic values of options exercised during the three months ended January 31, 2009 and 2008, were $0.2 million and $5.1 million, respectively.

The compensation cost recognized in the unaudited condensed consolidated statements of operations for these share-based compensation arrangements was as follows for the first quarters of fiscal years 2009 and 2008:

	Three Months Ended January 31,	
	2009	2008
	(in thousands)	
Cost of license	$ 1,644	$ 1,328
Cost of maintenance and service	547	1,342
Research and development expense	5,979	6,419
Sales and marketing expense	3,121	3,700
General and administrative expense	2,852	2,855
Share-based compensation expense before taxes	14,143	15,644
Income tax benefit	(3,078)	(3,618)
Share-based compensation expense after taxes	$ 11,065	$ 12,026

Note 11. Net Income per Share

The Company computes basic income per share by dividing net income available to common shareholders by the weighted average number of common shares outstanding during the period. Diluted net income per share reflects the dilution of potential common shares outstanding such as stock options and unvested restricted stock units and awards during the period using the treasury stock method.

The table below illustrates the weighted-average common shares used to calculate basic net income per share with the weighted-average common shares used to calculate diluted net income per share:

	Three Months Ended January 31,	
	2009	2008
	(in thousands)	
Numerator:		
Net income	$ 52,429	$ 46,445
Denominator:		
Weighted-average common shares for basic net income per share	141,865	146,001
Dilutive effect of common share equivalents from share-based compensation	747	4,682
Weighted-average common shares for diluted net income per share	142,612	150,683
Net income per share:		
Basic	$ 0.37	$ 0.32
Diluted	$ 0.37	$ 0.31

Diluted net income per share excludes 23.3 million and 8.8 million of anti-dilutive stock options and unvested restricted stock units and awards for the three months ended January 31, 2009 and 2008, respectively. While these stock options and unvested restricted stock units and awards were anti-dilutive for the respective periods, they could be dilutive in the future.

Note 12. Segment Disclosure

SFAS No. 131, *Disclosures about Segments of an Enterprise and Related Information*, (SFAS 131) requires disclosures of certain information regarding operating segments, products and services, geographic areas of operation and major customers. SFAS 131 reporting is based upon the “management approach,” i.e., how management organizes the Company’s operating segments for which separate financial information is (1) available and (2) evaluated regularly by the Chief Operating Decision Maker (CODM) in deciding how to allocate resources and in assessing performance. Synopsys’ CODMs are the Company’s Chief Executive Officer and Chief Operating Officer.

The Company provides software and hardware products and consulting services in the electronic design automation software industry. The Company operates in a single segment. In making operating decisions, the CODMs primarily consider consolidated financial information, accompanied by disaggregated information about revenues by geographic region. Specifically, the CODMs consider where individual “seats” or licenses to the Company’s products are used in allocating revenue to particular geographic areas. Revenue is defined as revenues from external customers. Goodwill is not allocated since the Company operates in one reportable operating segment.

The following table presents the revenues related to operations by geographic areas:

	Three Months Ended January 31,	
	2009	2008
	(in thousands)	
Revenue:		
United States	$ 165,457	$ 160,710
Europe	49,084	49,295
Japan	69,948	52,473
Asia Pacific and Other	55,266	52,987
Consolidated	$ 339,755	$ 315,465

Geographic revenue data for multi-region, multi-product transactions reflect internal allocations and is therefore subject to certain assumptions and to the Company's methodology.

One customer accounted for more than ten percent of the Company's consolidated revenue in the three months ended January 31, 2009 and 2008.

Note 13. Other Income, net

The following table presents the components of other income, net:

	Three Months Ended January 31,	
	2009	2008
	(in thousands)	
Interest income	$ 3,643	$ 7,016
Loss on assets related to executive deferred compensation plan	(4,018)	(492)
Foreign currency exchange gain	3,401	794
Other, net	(927)	(988)
Total	$ 2,099	$ 6,330

Note 14. Taxes

Effective Tax Rate

The Company estimates its annual effective tax rate at the end of each fiscal quarter. The Company's estimate takes into account estimations of annual pre-tax income, the geographic mix of pre-tax income and the Company's interpretations of tax laws and possible outcomes of audits.

The following table presents the provision for income taxes and the effective tax rates:

	Three Months Ended January 31,	
	2009	2008
	(in thousands)	
Income before income taxes	$ 69,671	$ 60,169
Provision for income tax	$ 17,242	$ 13,724
Effective tax rate	24.7%	22.8%

The Company's effective tax rate for the three months ended January 31, 2009 is lower than the statutory federal income tax rate of 35% primarily due to the tax impact of non-U.S. operations, which are taxed at lower rates, and research and development credits, partially offset by state taxes and non-deductible share-based compensation recorded under SFAS 123(R). The effective tax rate increased in the three months ended January 31, 2009, as compared to the same period in fiscal 2008, primarily due to a decrease in tax exempt investment income and changes in mix of geographical earnings, partially offset by the recognition of a prior year foreign tax benefit. During the three months ended January 31, 2009, there were no other material changes to the total gross unrecognized tax benefits.

The timing of the resolution of income tax examinations is highly uncertain as well as the amounts and timing of various tax payments that are part of the settlement process. This could cause large fluctuations in the balance sheet classification of current and non-current assets and liabilities. The Company believes that in the next twelve months it is reasonably possible that the statute of limitations on certain state and foreign income and withholding taxes will expire, and that certain federal and foreign transfer pricing issues could be effectively settled. Given the uncertainty as to ultimate settlement terms, the timing of payment and the impact of such settlements on other uncertain tax positions, the range of the estimated potential decrease in underlying unrecognized tax benefits is between $0 and $74 million. See *IRS Examinations* below for the status of current federal income tax audits.

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 (the "Act"), which has significant tax implications for certain businesses and individuals. The Company has not yet fully analyzed all provisions of the Act but does not anticipate it having a material impact on our effective tax rate for fiscal 2009.

IRS Examinations

The Company is regularly audited by the IRS.

On June 30, 2008, the Appeals Office of the IRS and the Company executed a final Closing Agreement with respect to a Revenue Agent's Report (RAR) received for the audit of fiscal years 2000 and 2001, in connection with a transfer pricing dispute. As a result of the Closing Agreement and the Company's concurrent evaluation of its ability to use certain foreign tax credits, the Company's provision for income taxes in its third fiscal quarter of 2008 included a net income tax benefit (net of decreases in related deferred tax assets) of $17.3 million.

In July 2008, the IRS completed its field examination of fiscal years 2002-2004 and issued an RAR in which the IRS proposed an adjustment that would result in an aggregate tax deficiency for the three year period of approximately $236.2 million, $130.5 million of which would be a reduction of certain tax losses and credits that would otherwise be available either as refund claims or to offset taxes due in future periods. The IRS is contesting the Company's tax deduction for payments made in connection with litigation between Avant! Corporation and Cadence Design Systems, Inc. In addition, the IRS has asserted that the Company is required to make an additional transfer pricing adjustment with a wholly owned non-U.S. subsidiary as a result of the Company's acquisition of Avant! in 2002. The IRS has also proposed adjustments to the Company's transfer pricing arrangements with its foreign subsidiaries, deductions for foreign trade income and certain temporary differences. The Company has agreed to additional taxes of approximately $20.0 million for these proposed adjustments, which have been fully provided for in prior years. The total adjustments proposed by the IRS, if sustained, would also result in additional state taxes (net of the federal tax benefit for state taxes paid) of approximately $17 million. The IRS imposes interest on any resulting tax deficiencies. The Company strongly believes the proposed IRS adjustment and resulting proposed deficiency are inconsistent with applicable tax laws, and that the Company has meritorious defenses to this proposed IRS adjustment. On August 9, 2008, the Company timely filed a protest with the IRS and intends to seek resolution of these issues through the Appeals Office, which could take several years. The Company continues to discuss a resolution of this matter with the examination division, which, if successful, could settle the matter within the next twelve months. The Company believes it has adequately provided for potential tax liabilities related to these years.

Note 15. Contingencies

See also the disclosure in Note 14 above regarding the IRS Revenue Agent's Report.

Other Proceedings

The Company is also subject to other routine legal proceedings, as well as demands, claims and threatened litigation, that arise in the normal course of its business. The ultimate outcome of any litigation is uncertain and unfavorable outcomes could have a negative impact on the Company's financial position and results of operations.

Note 16. Effect of New Accounting Pronouncements

The effect of recent accounting pronouncements has not changed from the Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2008.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Quarterly Report on Form 10-Q, and in particular the following discussion, includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 (the Securities Act) and Section 21E of the Securities Exchange Act of 1934 (the Exchange Act). These statements include but are not limited to statements concerning: our business, product and platform strategies, expectations regarding previous and future acquisitions; completion of development of our unfinished products, or further development or integration of our existing products; continuation of current industry trends towards vendor consolidation; expectations regarding our license mix; expectations regarding customer interest in more highly integrated tools and design flows; expectations of the success of our intellectual property and design for manufacturing initiatives; expectations concerning recent completed acquisitions; expectations regarding the likely outcome of the Internal Revenue Service's proposed net tax deficiencies for fiscal years 2000 through 2004 and other outstanding litigation; expectations that our cash, cash equivalents and short-term investments and cash generated from operations will satisfy our business requirements for the next 12 months; and our expectations of our future liquidity requirements. Our actual results could differ materially from those projected in the forward-looking statements as a result of a number of factors, risks and uncertainties, including, without limitation, those identified below in Part II, Item 1A of this Form 10-Q. The words "may," "will," "could," "would," "anticipate," "expect," "intend," "believe," "continue," or the negatives of these terms, or other comparable terminology and similar expressions identify these forward-looking statements. However, these words are not the only means of identifying such statements. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. The information included herein is given as of the filing date of this Form 10-Q with the Securities and Exchange Commission (SEC) and future events or circumstances could differ significantly from these forward-looking statements. Accordingly, we caution readers not to place undue reliance on these statements. Unless required by law, we undertake no obligation to update publicly any forward-looking statements. All subsequent written or oral forward-looking statements attributable to our company or persons acting on our behalf are expressly qualified in their entirety by these cautionary statements. Readers are urged to carefully review and consider the various disclosures made in this report and in other documents we file from time to time with the SEC that attempt to advise interested parties of the risks and factors that may affect our business.

The following summary of our financial condition and results of operations should be read together with our unaudited condensed consolidated financial statements and the related notes thereto contained in Part I, Item 1 of this report and with our audited consolidated financial statements and the related notes thereto contained in our Annual Report on Form 10-K for the fiscal year ended October 31, 2008, filed with the SEC on December 22, 2008.

Fiscal Year End. Our fiscal year ends on the Saturday nearest to October 31. Our first fiscal quarter ended on January 31, 2009. Fiscal 2009 is a 52-week fiscal year. For presentation purposes, the unaudited condensed consolidated financial statements and accompanying notes refer to the applicable calendar month end.

Overview

Business Environment Summary

We are a world leader in electronic design automation (EDA) software and related services for semiconductor design companies. We offer a broad portfolio of solutions that are highly integrated to solve our customers' needs at each stage of the semiconductor chip design process. We deliver technology-leading semiconductor design and verification software platforms and integrated circuit (IC) manufacturing software products to the global electronics market, enabling the development and production of complex systems-on-chips (SoCs). In addition, we provide intellectual property (IP), system-level design hardware and software products, and design services to simplify the design process and accelerate time-to-market for our customers. Finally, we provide software and services that help customers prepare and optimize their designs for manufacturing.

We generate a substantial majority of our revenue from large customers in the semiconductor and electronics industries. Our customers typically fund purchases of our software and services largely out of their research and development (R&D) budgets and, to a lesser extent, their manufacturing and capital budgets. Our customers continually face the competing challenges of developing increasingly advanced electronics products while reducing their design and manufacturing costs in order to meet ongoing consumer demand for lower prices. Our customers' business outlook and willingness to invest in new and increasingly complex chip designs affect their spending decisions and vendor selections. The recent crisis in the financial markets and the continued weakening of the global economy have exacerbated these challenges.

Our customers bargain on various aspects of the contractual arrangements they make with us. Our customers often demand a broader portfolio of solutions, support and services and seek more favorable terms such as expanded license usage, future purchase rights and other unique rights at an overall lower total cost of design. Our customer arrangements are complex, involving hundreds of products and various license rights. No one factor drives our customers' buying decisions and we compete on all fronts to capture a higher portion of our customers' budgets in a highly competitive EDA market. Customers generally negotiate the total value of the arrangement rather than just unit pricing or volumes. Collectively, the increase in the value of all of our customer contracts is the primary driver of our overall growth in revenue over time. As further described below, the effect of an increase in value for a particular customer is typically recognized over the life of the customer contract rather than in one particular period.

Our business model allows a substantial majority of our customers to pay for licenses over a period of time and generates recurring revenue for us over a period of time, generally three years. We continue to target achieving greater than 90% of our total revenue as recurring revenue, which we refer to in our financial statements as time-based license and maintenance and service revenue. Accordingly, most of the revenue we recognize in any particular quarter results from our selling efforts in each of the prior periods during the last three or so years rather than from efforts or changes in the current period. The timing of orders is less important to us in the short term and we have been able to resist typical software industry quarter-end pressures and to avoid business with terms, including pricing terms, which may be less favorable to us.

Short-term fluctuations in industry or general economic conditions or in orders generally do not immediately affect our financial results due to our business model. While the electronics, semiconductor and EDA industries are currently experiencing unprecedented uncertainty and weakness due to the recent severe downturn in the global economy, to date, our business model has substantially protected our financial results. Nevertheless, if the downturn persists or worsens for any extended period of time, our future revenues and financial results would be negatively affected. The turmoil and uncertainty about future economic conditions could cause our customers to postpone their decision-making, decrease their spending, delay their payments, consolidate with other customers, or file for bankruptcy protection, any of which could adversely affect our business and our future revenues. The downturn has negatively impacted several of our competitors, and a few have recently announced lower revenues than they had previously expected. We will continue to monitor market conditions and make adjustments to our business in order to reduce the adverse impact that a prolonged economic downturn could have on our business.

Financial Performance Summary for the Three Months Ended January 31, 2009

- Total revenue of $339.8 million was up 8% from $315.5 million in the same quarter in fiscal 2008. The increase was primarily attributable to bookings of Technology Subscription Licenses (TSLs) in prior periods which increase time-based revenue recognized in later periods and to a lesser extent from Synplicity product sales from our acquisition in May 2008.

- Time-based license revenue of $285.1 million was up 6% from $267.9 million in the same quarter in fiscal 2008. The increase was primarily attributable to bookings of TSLs in prior periods which increase time-based revenue recognized in later periods.

- Upfront license revenue of $18.3 million was up 46% from $12.5 million in the same quarter in fiscal 2008. The increase reflected the impact of Synplicity product sales.

- We derived approximately 95% of our total revenue from time-based, maintenance and services revenues, and 5% from upfront revenue in the first quarter of fiscal 2009, compared to approximately 96% and 4%, respectively, in the same quarter in fiscal 2008. This reflects our adherence to our business model.

- Maintenance revenue of $20.7 million was up 26% from $16.4 million in the same quarter in fiscal 2008. The increase was primarily attributable to the increase in Synplicity product sales which were mostly perpetual based. Professional services and other revenue of $15.7 million was down 16% from $18.7 million in the same quarter in fiscal 2008. The decrease was primarily driven by the timing of completion of performed milestones under service contracts.

- Net income of $52.4 million was up 13% from $46.4 million in the same quarter in fiscal 2008. The increase was primarily due to increases in revenues and cost control efforts.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial results under the heading "Result of Operations" below are based on our unaudited condensed consolidated financial statements, which we have prepared in accordance with U.S. generally accepted accounting principles. In preparing these financial statements, we make assumptions, judgments and estimates that can affect the reported amounts of assets, liabilities, revenues and expenses and net income. On an on-going basis, we evaluate our estimates based on historical experience and various other assumptions we believe are reasonable under the circumstances. Our actual results may differ from these estimates.

The accounting policies that most frequently require us to make assumptions, judgments and estimates, and therefore are critical to understanding our results of operations, are:

- Revenue recognition; and
- Income taxes.

We describe our revenue recognition and income taxes policies below. Our remaining critical accounting policies and estimates are discussed in Part II, Item 7 *Management's Discussion and Analysis of Financial Condition and Results of Operations* of our Annual Report on Form 10-K for the fiscal year ended October 31, 2008, filed with the SEC on December 22, 2008.

Revenue Recognition

We recognize revenue from software licenses and related maintenance and service revenue and, to a lesser extent, from hardware sales. Software license revenue consists of fees associated with the licensing of our software. Maintenance and service revenue consists of maintenance fees associated with perpetual and term licenses and professional service fees.

We have designed and implemented revenue recognition policies in accordance with Statement of Position (SOP) 97-2, *Software Revenue Recognition,* as amended, and EITF 00-21, *Revenue Arrangements with Multiple Deliverables.*

With respect to software licenses, we utilize three license types:

- *Technology Subscription Licenses (TSLs)* are time-based licenses for a finite term, and generally provide the customer limited rights to receive, or to exchange certain quantities of licensed software for, unspecified future technology. We bundle and do not charge separately for post-contract customer support (maintenance) for the term of the license.
- *Term Licenses* are also for a finite term, but do not provide the customer any rights to receive, or to exchange licensed software for, unspecified future technology. Customers purchase maintenance separately for the first year and may renew annually for the balance of the term. The annual maintenance fee is typically calculated as a percentage of the net license fee.
- *Perpetual Licenses* continue as long as the customer renews maintenance plus an additional 20 years. Perpetual licenses do not provide the customer any rights to receive, or to exchange licensed software for, unspecified future technology. Customers purchase maintenance separately for the first year and may renew annually.

For the three software license types, we recognize revenue as follows:

- *TSLs.* We typically recognize revenue from TSL fees (which include bundled maintenance) ratably over the term of the license period, or as customer installments become due and payable, whichever is later. Revenue attributable to TSLs is reported as "time-based license revenue" in the unaudited condensed consolidated statement of operations.
- *Term Licenses.* We recognize revenue from term licenses in full upon shipment of the software if payment terms require the customer to pay at least 75% of the license fee within one year from shipment and all other revenue recognition criteria are met. Revenue attributable to these term licenses is reported as "upfront license revenue" in the unaudited condensed consolidated statement of operations. For term licenses in which less than 75% of the license fee is due within one year from shipment, we recognize revenue as customer installments become due and payable. Such revenue is reported as "time-based license revenue" in the unaudited condensed consolidated statement of operations.

- *Perpetual Licenses.* We recognize revenue from perpetual licenses in full upon shipment of the software if payment terms require the customer to pay at least 75% of the license fee within one year from shipment and all other revenue recognition criteria are met. Revenue attributable to these perpetual licenses is reported as "upfront license revenue" in the unaudited condensed consolidated statement of operations. For perpetual licenses in which less than 75% of the license fee is payable within one year from shipment, we recognize the revenue as customer installments become due and payable. Revenue attributable to these perpetual licenses is reported as "time-based license revenue" in the unaudited condensed consolidated statement of operations.

We generally recognize revenue from hardware sales in full upon shipment if all other revenue recognition criteria are met. If a technology subscription license is sold together with the hardware, we recognize revenue ratably over the term of the software license period, or as customer installments become due and payable, whichever is later. Revenue attributable to these hardware sales is reported as "upfront license revenue" in the unaudited condensed consolidated statement of operations.

In addition, we recognize revenue from maintenance fees ratably over the maintenance period to the extent cash has been received and recognize revenue from professional service and training fees as such services are performed and accepted by the customer. Revenue attributable to maintenance, professional services and training is reported as "maintenance and service revenue" in the unaudited condensed consolidated statement of operations.

Our determination of fair value of each element in multiple element arrangements is based on vendor-specific objective evidence (VSOE). We limit our assessment of VSOE of fair value for each element to the price charged when such element is sold separately.

We have analyzed all of the elements included in our multiple-element software arrangements and have determined that we have sufficient VSOE to allocate revenue to the maintenance components of our perpetual and term license products and to professional services. Accordingly, assuming all other revenue recognition criteria are met, we recognize license revenue from perpetual and term licenses upon delivery using the residual method, we recognize revenue from maintenance ratably over the maintenance term, and we recognize revenue from professional services as milestones are performed and accepted. We recognize revenue from TSLs ratably over the term of the license, assuming all other revenue recognition criteria are met, since there is not sufficient VSOE to allocate the TSL fee between license and maintenance services.

We make significant judgments related to revenue recognition. Specifically, in connection with each transaction involving our products, we must evaluate whether: (1) persuasive evidence of an arrangement exists, (2) delivery of software or services has occurred, (3) the fee for such software or services is fixed or determinable, and (4) collectability of the full license or service fee is probable. All four of these criteria must be met in order for us to recognize revenue with respect to a particular arrangement. We apply these revenue recognition criteria as follows:

- *Persuasive Evidence of an Arrangement Exists.* Prior to recognizing revenue on an arrangement, our customary policy is to have a written contract, signed by both the customer and us or a purchase order from those customers that have previously negotiated a standard end-user license arrangement or purchase agreement.

- *Delivery Has Occurred.* We deliver our products to our customers electronically or physically. For electronic deliveries, delivery occurs when we provide access to our customers to take immediate possession of the software by downloading it to the customer's hardware. For physical deliveries, the standard transfer terms are typically FOB shipping point. We generally ship our products or license keys promptly after acceptance of customer orders. However, a number of factors can affect the timing of product shipments and, as a result, timing of revenue recognition, including the delivery dates requested by customers and our operational capacity to fulfill product orders at the end of a quarter.

- *The Fee is Fixed or Determinable.* Our determination that an arrangement fee is fixed or determinable depends principally on the arrangement's payment terms. Our standard payment terms for perpetual and term licenses require 75% or more of the license fee to be paid within one year. If the arrangement includes these terms, we regard the fee as fixed or determinable, and recognize all license revenue under the arrangement in full upon delivery (assuming all other revenue recognition criteria are met). If the arrangement does not include these terms, we do not consider the fee to be fixed or determinable and generally recognize revenue when customer installments are due and payable. In the case of a TSL, because of the right to exchange products or receive unspecified future technology and because VSOE for maintenance services does not exist for a TSL, we recognize revenue ratably over the term of the license, but not in advance of when customers' installments become due and payable, even if the fee is otherwise fixed or determinable.

- *Collectability is Probable.* We judge collectability of the arrangement fees on a customer-by-customer basis pursuant to our credit review policy. We typically sell to customers with whom we have a history of successful collection. For a new customer, or when an existing customer substantially expands its commitments to us, we evaluate the customer's financial position and ability to pay and typically assign a credit limit based on that review. We increase the credit limit only after we have established a successful collection history with the customer. If we determine at any time that collectability is not probable under a particular arrangement based upon our credit review process or the customer's payment history, we recognize revenue under that arrangement as customer payments are actually received.

Income Taxes

We calculate our current and deferred tax provisions in accordance with Statement of Financial Accounting Standards *No. 109, Accounting for Income Taxes* (SFAS 109). Our estimates and assumptions used in such provisions may differ from the actual results as reflected in our income tax returns and we record the required adjustments when they are identified and resolved.

We recognize deferred tax assets and liabilities for the temporary differences between the book and tax bases of assets and liabilities using enacted tax rates in effect for the year in which we expect the differences to reverse. We record a valuation allowance to reduce the deferred tax assets to the amount that is more likely than not to be realized. In evaluating our ability to utilize our deferred tax assets, we consider all available positive and negative evidence, including our past operating results, the existence of cumulative losses in the most recent fiscal years and our forecast of future taxable income on a jurisdiction by jurisdiction basis, as well as feasible and prudent tax planning strategies. These assumptions require significant judgment about the forecasts of future taxable income and are consistent with the plans and estimates we are using to manage the underlying businesses. We believe that the net deferred tax assets of approximately $294 million that are recorded on our balance sheet will ultimately be realized. However, if we determine in the future that it is more likely than not we will not be able to realize a portion or the full amount of deferred tax assets, we would record an adjustment to the deferred tax asset valuation allowance as a charge to earnings in the period such determination is made.

Included in our net deferred tax assets as of October 31, 2008 are federal foreign tax credits of $70.1 million of which $63.9 million will expire from fiscal 2013 through 2018. The remaining $6.2 million in foreign tax credits are from acquired companies, which have a valuation allowance of $3.4 million, and will expire between fiscal 2009 and 2017. Foreign tax credits can only be carried forward ten years, unlike net operating loss and federal research credit carryforwards that have a twenty year carryforward period, and may only be used after foreign tax credits arising in each subsequent year have been used first. Our ability to utilize foreign tax credits is dependent upon having sufficient foreign source income during the carryforward period. We have recorded a valuation allowance of $19.7 million with respect to our foreign tax credit carryforward, of which $14.6 million was recorded as a result of the 2000-2001 final IRS settlement. See Results of Operations—Income Taxes—IRS Examinations, below, and Note 14 of *Notes to Unaudited Condensed Consolidated Financial Statements*. The need for a valuation allowance with respect to foreign tax credits is subject to change based upon a number of factors, including the amount of foreign tax credits arising in future years, our forecasts of future foreign source income, the amount of our undistributed earnings of our foreign subsidiaries and changes in income tax laws that may affect our ability to use such credits.

The calculation of tax liabilities involves the inherent uncertainty associated with the application of complex tax laws. We are also subject to examination by various taxing authorities. We believe we have adequately provided in our financial statements for potential additional taxes. If we ultimately determine that these amounts are not owed, we would reverse the liability and recognize the tax benefit in the period in which we determine that the liability is no longer necessary. If an ultimate tax assessment exceeds our estimate of tax liabilities, we would record an additional charge to earnings. See Note 14 of *Notes to Unaudited Condensed Consolidated Financial Statements* for a discussion of taxes and the Revenue Agent's Reports from the IRS we received in June 2005 and July 2008 asserting very large net increases to our U.S. tax arising from the audit of fiscal 2000 through 2001 and fiscal 2002 through 2004, respectively.

Results of Operations

Revenue Background

We generate our revenue from the sale of software licenses, maintenance and professional services. Under current accounting rules and policies, we recognize revenue from orders we receive for software licenses and services at varying times. In most instances, we recognize revenue on a TSL software license order over the license term and on a term or perpetual software license order in the quarter in which the license is shipped. Substantially all of our current time-based licenses are TSLs with an average license term of approximately three years. Maintenance orders normally bring in revenue ratably over the maintenance period (normally one year). Professional service orders generally turn into revenue upon completion and customer acceptance of contractually agreed milestones. A more complete description of our revenue recognition policy can be found above under *Critical Accounting Policies and Estimates*.

Our revenue in any fiscal quarter is equal to the sum of our time-based license, upfront license, maintenance and professional service revenue for the period. We derive time-based license revenue in any quarter largely from TSL orders received and delivered in prior quarters. We derive upfront license revenue directly from term and perpetual license orders mostly booked and shipped during the quarter. We derive maintenance revenue in any quarter largely from maintenance orders received in prior quarters since our maintenance orders generally yield revenue ratably over a term of one year. We also derive professional service revenue primarily from orders received in prior quarters, since we recognize revenue from professional services when those services are delivered and accepted, not when they are booked.

Our license revenue is sensitive to the mix of TSLs and perpetual or term licenses delivered during a reporting period. A TSL order typically yields lower current quarter revenue but contributes to revenue in future periods. For example, a $120,000 order for a three-year TSL shipped on the last day of a quarter typically generates no revenue in that quarter, but $10,000 in each of the twelve succeeding quarters. Conversely, perpetual licenses and term licenses with greater than 75% of the license fee due within one year from shipment typically generate current quarter revenue but no future revenue (e.g., a $120,000 order for a perpetual license generates $120,000 in revenue in the quarter the product is shipped, but no future revenue).

Total Revenue

	January 31, 2009	January 31, 2008	$ Change	% Change
	(dollars in millions)			
Three months ended	$ 339.8	$ 315.5	$ 24.3	8%

The increase in total revenue for the first quarter of fiscal 2009 compared to the same quarter of fiscal 2008 was primarily due to our time-based license model which reflects prior period bookings contributing to current period time-based revenue and, to a lesser extent, product sales from our Synplicity acquisition in May 2008.

Time-Based License Revenue

	January 31, 2009	January 31, 2008	$ Change	% Change
	(dollars in millions)			
Three months ended	$ 285.1	$ 267.9	$ 17.2	6%
Percentage of total revenue	84%	85%		

The increase in time-based license revenue in the first quarter of fiscal 2009 compared to the same quarter in fiscal 2008 was primarily due to prior period bookings leading to increased current period time-based revenue.

Upfront License Revenue

	January 31, 2009	January 31, 2008	$ Change	% Change
	(dollars in millions)			
Three months ended	$ 18.3	$ 12.5	$ 5.8	46%
Percentage of total revenue	5%	4%		

Upfront license revenue increased in the first quarter of fiscal 2009 compared to the same quarter in fiscal 2008, reflecting the presence of Synplicity product sales in the first quarter of fiscal 2009, as such sales were absent in the first quarter of fiscal 2008, and the normal fluctuations in customer license requirements which can drive the amount of upfront orders and revenue in any particular quarter.

Maintenance and Service Revenue

	January 31, 2009	January 31, 2008	$ Change	% Change
	(dollars in millions)			
Three months ended				
Maintenance revenue	$ 20.7	$ 16.4	$ 4.3	26%
Professional services and other revenue	15.7	18.7	(3.0)	(16)%
Total maintenance and service revenue	$ 36.4	$ 35.1	$ 1.3	4%
Percentage of total revenue	11%	11%		

Maintenance revenue increased in the first quarter of fiscal 2009 compared to the same period in fiscal 2008 primarily because of the maintenance revenue stream on perpetual-based products, as well as the sale of perpetual licenses to the products that we acquired in our acquisition of Synplicity in the third quarter of fiscal 2008. We expect our second quarter of fiscal 2009 to similarly reflect the impact of the Synplicity acquisition on a year-over-year comparative basis, but do not expect the acquisition-related increases to continue thereafter. In addition, some customers may in the future choose not to renew maintenance on upfront licenses for economic or other factors, which would lower our future maintenance revenue.

Professional services and other revenue decreased in the first quarter of fiscal 2009 compared to the same period in fiscal 2008 due principally to the timing of customer acceptance of services performed under ongoing contracts.

Events Affecting Cost of Revenues and Operating Expenses

Functional Allocation of Operating Expenses. We allocate certain human resource programs, information technology and facility expenses among our functional income statement categories based on headcount within each functional area. Annually, or upon a significant change in headcount (such as a workforce reduction, realignment or acquisition) or other factors, management reviews the allocation methodology and expenses included in the allocation pool.

Cost of Revenue

	January 31, 2009	January 31, 2008	$ Change	% Change
	(dollars in millions)			
Three months ended				
Cost of license revenue	$ 41.8	$ 40.4	$ 1.4	3%
Cost of maintenance and service revenue	15.6	15.9	(0.3)	(2)%
Amortization of intangible assets	8.0	5.0	3.0	60%
Total	$ 65.4	$ 61.3	$ 4.1	7%
Percentage of total revenue	19%	19%		

We divide cost of revenue into three categories: cost of license revenue, cost of maintenance and service revenue, and amortization of intangible assets. We segregate expenses directly associated with providing consulting and training from cost of license revenue associated with internal functions providing license delivery and post-customer contract support services. We then allocate these group costs between cost of license revenue and cost of maintenance and service revenue based on license and service revenue reported.

Cost of license revenue. Cost of license revenue includes costs associated with the sale and licensing of our software products. Additionally, cost of license revenue also includes allocated costs of license delivery, such as employee salaries and benefits related to software delivery, software production costs, product packaging, amortization of capitalized software development costs, documentation and royalties to third party vendors.

Cost of maintenance and service revenue. Cost of maintenance and service revenue includes employee salary and benefits for consulting professionals and associated costs to maintain the infrastructure necessary to operate our services and training organization. Further, cost of maintenance and service revenue also includes allocated costs which provide post customer contract services, such as employee salary and benefits related to customer services, such as hotline and on-site support, production services and documentation of maintenance updates.

Amortization of intangible assets. Amortization of intangible assets, which is amortized to cost of revenue and operating expenses, includes the amortization of the contract rights associated with certain executory contracts and the amortization of core/developed technology, trademarks, trade names, customer relationships, covenants not to compete and other intangibles related to acquisitions.

Cost of revenue as a percentage of total revenue was flat at 19% for the first quarter of fiscal 2009 compared with the same period in fiscal 2008. The increase of $4.1 million in total cost of revenue was primarily due to an increase in personnel related costs, and amortization of intangible assets, as a result of our acquisition of Synplicity in May 2008.

Operating Expenses

Research and Development

	January 31,			
	2009	2008	$ Change	% Change
	(dollars in millions)			
Three months ended	$ 97.8	$ 92.5	$ 5.3	6%
Percentage of total revenue	29%	29%		

The increase in research and development expense in the first quarter of fiscal 2009 compared with the same period in fiscal 2008 was primarily due to an increase of $5.4 million in personnel related costs, and an increase of $2.2 million in functionally allocated expenses, both reflecting headcount increases as a result of the Synplicity acquisition. The increase was partially offset by $1.7 million decline in the fair value of our deferred compensation plan obligation.

Sales and Marketing

	January 31,			
	2009	2008	$ Change	% Change
	(dollars in millions)			
Three months ended	$ 77.4	$ 77.4	$ —	—%
Percentage of total revenue	23%	25%		

Sales and marketing expenses were flat but expenses as a percentage to total revenue decreased for the first quarter of fiscal 2009 compared with the same period in fiscal 2008. The decrease in percentage of total revenue was primarily due to a decrease in variable compensation as a result of lower shipments.

General and Administrative

	January 31,			
	2009	2008	$ Change	% Change
	(dollars in millions)			
Three months ended	$ 27.2	$ 23.8	$ 3.4	14%
Percentage of total revenue	8%	8%		

The increase in general and administrative expenses in the first quarter of fiscal 2009 compared with the same period in fiscal 2008 was primarily due to an increase of $1.8 million in facility and maintenance expense and an increase of $1.4 million in bad debt reserve based on our review of customer receivables.

Amortization of Intangible Assets

	January 31,			
	2009	2008	$ Change	% Change
	(dollars in millions)			
Three months ended				
Included in cost of revenue	$ 8.0	$ 5.0	$ 3.0	60%
Included in operating expenses	3.8	6.6	(2.8)	(42)%
Total	$ 11.8	$ 11.6	$ 0.2	2%
Percentage of total revenue	3%	4%		

The increase in amortization of intangible assets is due to amortization of intangible assets from our Synplicity acquisition which occurred in May of fiscal 2008 and our recent acquisition in the first quarter of fiscal 2009, partially offset by certain intangible assets acquired in prior years becoming fully amortized. See Note 5 to *Notes to Unaudited Condensed Consolidated Financial Statements* for a schedule of future amortization amounts.

In-Process Research and Development

In-process research and development (IPRD) expense is composed of in-process technologies of $0.6 million associated with an acquisition of assets of a business completed during the first quarter of fiscal 2009. At the date of the acquisition, the project associated with the IPRD efforts had not yet reached technological feasibility and the research and development in process had no alternative future uses and therefore the amount was charged to expense.

Other Income, net

	Three Months Ended January 31,			
	2009	2008	$ Change	% Change
	(dollars in millions)			
Interest income	$ 3.6	$ 7.0	$ (3.4)	(49)%
Income (loss) on assets related to deferred compensation plan	(4.0)	(0.5)	(3.5)	700%
Foreign currency exchange gain (loss)	3.4	0.8	2.6	325%
Other	(0.9)	(1.0)	0.1	(10)%
Total	$ 2.1	$ 6.3	$ (4.2)	(67)%

Other income, net, decreased in the first quarter of fiscal 2009, compared to the same period in fiscal 2008 primarily due to the fair market value fluctuations of investments in our deferred compensation plan, and a decrease in interest income due to lower interest rates and lower cash balances. These decreases were partially offset by foreign currency exchange gain.

Taxes

See Note 14 of the *Notes to Unaudited Condensed Consolidated Financial Statements*.

Liquidity and Capital Resources

Our sources of cash, cash equivalents and short-term investments are funds generated from our business operations and funds that may be drawn down under our credit facility.

The following sections discuss changes in our balance sheet and cash flows, and other commitments on our liquidity and capital resources during the first quarter of fiscal 2009.

Cash and Cash Equivalents and Short-Term Investments

	January 31, 2009	October 31, 2008	$ Change	% Change
	(dollars in millions)			
Cash and cash equivalents	$ 470.2	$ 577.6	$ (107.4)	(19)%
Short-term investments	372.1	373.7	(1.6)	<(1)%
Total	$ 842.3	$ 951.3	$ (109.0)	(11)%

During the first quarter of fiscal 2009, our primary sources and uses of cash consisted of (1) cash used in operating activities of $81.9 million, (2) proceeds from sales and maturities of short-term investments of $64.0 million, (3) purchases of investments of $60.1 million and (4) cash paid for acquisitions of $27.3 million.

Cash Flows

	January 31, 2009	January 31, 2008	$ Change	% Change
	(dollars in millions)			
Three months ended				
Cash used in operating activities	$ (81.9)	$ (51.2)	$ (30.7)	(60)%
Cash used in investing activities	(32.3)	(35.1)	2.8	8%
Cash provided by (used in) financing activities	0.7	(70.8)	71.5	101%

Cash used in operating activities. Cash used in operations is dependent primarily upon the payment terms of our license agreements. To be classified as upfront revenue, we require that 75% of a term or perpetual license fee be paid within the first year. Conversely, payment terms for TSLs are generally extended and the license fee is typically paid either quarterly or annually in even increments over the term of the license. Accordingly, we generally receive cash from upfront license revenue much sooner than from time-based licenses revenue. In addition, we typically pay bonuses and variable compensation during the first quarter of our fiscal year resulting in higher cash outflows in the first quarter as compared to the remaining periods in the year.

Cash used in operating activities primarily increased as a result of a decrease in deferred revenue due to the timing of billings and cash payment from certain customers and increased payments to vendors compared to the same period in fiscal 2008.

Cash used in investing activities. The decrease in cash used primarily relates to the timing of maturities of marketable securities offset by cash paid for acquisitions and a decrease in our purchases of marketable securities as compared to the same period in fiscal 2008.

Cash provided by (used in) financing activities. The decrease in cash used primarily relates to no common stock repurchases made under our stock repurchase program and a lower number of employee option exercises compared to the same period in fiscal 2008. See Note 9 of *Notes to Unaudited Condensed Consolidated Financial Statements* for details of our stock repurchase program.

We hold our cash, cash equivalents and short-term investments in the United States and in foreign accounts worldwide. As of January 31, 2009, we held an aggregate of $445.0 million in cash, cash equivalents and short-term investments in the United States and an aggregate of $397.3 million in foreign accounts. Funds in foreign accounts are generated from revenue outside North America.

We expect that cash used in or provided by operating activities may fluctuate in future periods as a result of a number of factors, including timing of our billings and collections, our operating results, the timing and amount of tax and other liability payments and cash used in any future acquisitions.

Accounts Receivable, net

January 31, 2009	October 31, 2008	$ Change	% Change
(dollars in millions)			
$ 150.1	$ 147.4	$ 2.7	2%

Our accounts receivable and Days Sales Outstanding (DSO) are primarily driven by our billing and collections activities. Our DSO was 40 days at January 31, 2009, and 38 days at October 31, 2008. The increase in DSO, along with an increase in accounts receivable balance, primarily relates to timing of billings to customers in the first quarter of fiscal 2009 and stronger collections in the last quarter of fiscal 2008.

Net Working Capital. Working capital is composed of current assets less current liabilities, as shown on our unaudited condensed consolidated balance sheets. As of January 31, 2009, our net working capital was $482.0 million, compared to $413.3 million as of October 31, 2008. The increase in net working capital of $68.7 million was primarily due to increases in (1) accounts receivable of $2.7 million, (2) deferred taxes of $2.9 million, and (3) other current assets of $2.4 million, along with a decrease in (1) current income taxes accrual of $5.1 million, (2) accounts payable and accrued liabilities of $107.2 million, and (3) deferred revenue of $57.4 million. These increases were partially offset by our use of $109.0 million in cash, cash equivalents and short-term investments as described above.

Other Commitments—Revolving Credit Facility. On October 20, 2006, we entered into a five-year, $300.0 million senior unsecured revolving credit facility providing for loans to Synopsys and certain of our foreign subsidiaries. The amount of the facility may be increased by up to an additional $150.0 million through the fourth year of the facility. The facility contains financial covenants requiring us to maintain a minimum leverage ratio and specified levels of cash, as well as other non-financial covenants. The facility terminates on October 20, 2011. Borrowings under the facility bear interest at the greater of the administrative agent's prime rate or the federal funds rate plus 0.50%; however, we have the option to pay interest based on the outstanding amount at Eurodollar rates plus a spread between 0.50% and 0.70% based on a pricing grid tied to a financial covenant. In addition, commitment fees are payable on the facility at rates between 0.125% and 0.175% per year based on a pricing grid tied to a financial covenant. As of January 31, 2009, we had no outstanding borrowings under this credit facility and were in compliance with all covenants.

Other

Our cash equivalent and short-term investment portfolio as of January 31, 2009, consists of investment grade municipal bonds, tax-exempt money market mutual funds and taxable money market mutual funds. We follow an established investment policy and set of guidelines to monitor, manage and limit our exposure to interest rate and credit risk. The policy sets forth credit quality standards and limits our exposure to any one issuer. As a result of current adverse financial market conditions, some financial instruments, such as structured investment vehicles, sub-prime mortgage-backed securities and collateralized debt obligations, may pose risks arising from liquidity and credit concerns. As of January 31, 2009, we had no direct holdings in these categories of investments and no exposure to these financial instruments through our indirect holdings in money market mutual funds. During the three months ended January 31, 2009, we had no impairment charge associated with our short-term investment portfolio. While we cannot predict future market conditions or market liquidity, we have taken steps, including regularly reviewing our investments and associated risk profiles, which we believe will allow us to effectively manage the risks of our investment portfolio.

As a result of the challenging conditions in the financial markets over the last several months, we have been more proactively managing our cash and cash equivalents and investments and closely monitoring our capital and stock repurchase expenditures. Additionally, we believe the overall credit quality of our portfolio is strong, with our cash equivalents and fixed income portfolio invested in securities with a weighted-average credit rating exceeding AA. The majority of our investments are priced by pricing vendors and are classified as Level 1 or Level 2 investments, as measured under SFAS 157, as these vendors either provide a quoted market price in an active market or use observable inputs. See Note 3 of *Notes to the Unaudited Condensed Consolidated Financial Statements*.

We believe that our current cash, cash equivalents, short-term investments, cash generated from operations, and available credit under our credit facility will satisfy our business requirements for at least the next twelve months.

Effect of New accounting Pronouncements

The effect of recent accounting pronouncements has not changed from our Annual Report on Form 10-K for the fiscal year ended October 31, 2008.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our exposure to market risk has not changed materially since October 31, 2008. The average yield at purchase for our short-term investment portfolio remains approximately the same as of October 31, 2008. For more information in financial market risks related to changes in interest rates and foreign currency exchange rates, reference is made to Item 7A *Quantitative and Qualitative Disclosure About Market Risk* contained in Part II of our Annual Report on Form 10-K for the fiscal year ended October 31, 2008, filed with the SEC on December 22, 2008.

ITEM 4. CONTROLS AND PROCEDURES

(a) *Evaluation of Disclosure Controls and Procedures.* As of January 31, 2009 (the Evaluation Date), Synopsys carried out an evaluation under the supervision and with the participation of Synopsys' management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of Synopsys' disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable, not absolute, assurance

of achieving their control objectives. Nonetheless, our Chief Executive Officer and Chief Financial Officer have concluded that, as of January 31, 2009, (1) Synopsys' disclosure controls and procedures were designed to provide reasonable assurance of achieving their objectives, and (2) Synopsys' disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports Synopsys files and submits under the Exchange Act is recorded, processed, summarized and reported as and when required, and that such information is accumulated and communicated to Synopsys' management, including the Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding its required disclosure.

(b) *Changes in Internal Controls Over Financial Reporting.* There were no changes in Synopsys' internal control over financial reporting during the three months ended January 31, 2009, that have materially affected, or are reasonably likely to materially affect, Synopsys' internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are subject to routine legal proceedings, as well as demands, claims and threatened litigation, that arise in the normal course of our business. The ultimate outcome of any litigation is uncertain and unfavorable outcomes could have a negative impact on our results of operations and financial condition. Regardless of outcome, litigation can have an adverse impact on Synopsys because of the defense costs, diversion of management resources and other factors.

ITEM 1A. RISK FACTORS

We describe our business risk factors below.

The current severe downturn and uncertainty in the global economy in general and weakness in the semiconductor and electronics industries in particular may harm our business, operating results and financial condition.

The worldwide economy is currently undergoing unprecedented turmoil amid stock market volatility, tightening of credit markets, concerns of inflation and deflation, decreased consumer confidence, reduced corporate profits and capital spending, adverse business conditions and liquidity concerns and business insolvencies. This turmoil and the uncertainty about future economic conditions could negatively impact our customers and, among other things, postpone their decision-making, decrease their spending and jeopardize or delay their ability or willingness to make payment obligations, any of which could adversely affect our business. Uncertainty about current global economic conditions could also cause volatility of our stock price. In the event that the downturn persists or worsens for any extended period of time, we may need to restructure our operations and accordingly incur restructuring costs. We cannot predict the timing, strength or duration of this severe global economic downturn or subsequent recovery.

In addition, the semiconductor and electronics industries are cyclical in nature and are currently experiencing a severe downturn. The EDA industry has been adversely affected by many factors, including the current global downturn, ongoing efforts by semiconductor and electronics companies to reduce their spending, uncertainty regarding their long-term growth rate and underlying financial health, excess EDA tool capacity and increased competition. These factors could, among other things, limit our ability to maintain or increase our sales or recognize revenue from committed contracts and in turn adversely affect our business, operating results and financial condition.

If the general economy and the semiconductor and electronics industries do not improve, our business, financial condition and results of operations could be harmed.

In the event that downward fluctuations in the semiconductor or electronics industries or general economic conditions persist or worsen for any extended period of time, our revenues and financial results will be adversely affected.

Our business model allows a substantial majority of our customers to pay for licenses over a period of time and generates recurring revenue for us over a period of time, generally three years. Pursuant to our business model, we generally target achieving greater than 90% of our total revenue as recurring revenue.

Short-term fluctuations in industry or general economic conditions or in orders generally do not immediately affect our financial results due to our business model. While the electronics, semiconductor and EDA industries are currently experiencing unprecedented uncertainty and weakness due to the recent severe downturn in the global economy, to date, our business model has substantially protected our financial results. Nevertheless, if the downturn persists or worsens for any extended period of time, our future revenues and financial results would be adversely affected. Conversely, in the event of future upward fluctuations in conditions, the positive impact on our revenues and financial results may not be immediate.

Customer payment defaults or related issues could harm our operating results.

The majority of our backlog consists of customer payment obligations not yet due that are attributable to software we have already delivered. A significant portion of revenue we recognize in any period comes from backlog and is dependent upon our receipt of cash. Although customer payment obligations are not cancelable, we will not achieve expected revenue and cash flow if customers default, declare bankruptcy, or otherwise fail to pay amounts owed. Moreover, existing customers may seek to renegotiate pre-existing contractual commitments due to adverse changes in their own businesses. Though we have not, to date, experienced a material level of defaults or renegotiation requests, if the current economic downturn is prolonged, our customers' financial condition and in turn their ability or willingness to fulfill their contractual and financial obligations could be adversely affected. If payment defaults by our customers significantly increase or we experience significant reductions in existing contractual commitments, our operating results would be harmed.

If we do not successfully compete in the EDA industry our business and financial condition will be harmed.

We compete with EDA vendors that offer varying ranges of products and services, primarily Cadence Design Systems, Inc., Mentor Graphics Corporation and Magma Design Automation, Inc. We also compete with other EDA vendors, including continual new entrants to the marketplace, that offer products focused on one or more discrete phases of the IC design process, as well as with customers' internally developed design tools and capabilities. We compete principally on technology leadership, product quality and features (including ease-of-use), license terms, post contract customer support, interoperability with our own and other vendors' products, price and payment terms. Specifically, we believe the following competitive factors affect our success:

- Technology in the EDA industry evolves rapidly and in order to be successful we must maintain technology leadership. Accordingly, we must successfully anticipate and lead critical developments, innovate rapidly and efficiently, improve our existing products, and successfully develop or acquire new products.

- We believe that in order to be successful we must offer products that provide both a high level of integration into a comprehensive platform and a high level of individual product performance. We have invested significant resources into the development of our Galaxy Design Platform, integration of our Discovery Verification Platform and enhancement of our SystemVerilog and other advanced features and development of our Manufacturing Solutions and our IP and systems portfolios. Customers may not find these tool and IP configurations more attractive than our competitors' offerings and our efforts to balance the interests of integration versus individual product performance may not be successful.

- Some EDA vendors are increasingly offering discounts, which could be significant, as price continues to be a competitive consideration for our customers. If we do not match or are unable to match a competitor's pricing for a particular solution or if we are unable to otherwise enhance the value of our offering, we may lose business, which would result in lost revenue and could harm our operating results, particularly if the customer chooses to consolidate all or a substantial portion of their other EDA purchases with the competitor.

- We believe that in order to compete effectively, we need to enhance the value of our offering by providing additional rights such as multiple copies of the tools, post-contract customer support, expanded license usage related to duration, location and quantity, contractor and site access, future purchase rights and the ability to purchase pools of technology. If we do not match or are unable to match a competitor's offering, we may lose business, which would result in lost revenue and could harm our operating results.

- Payment terms are aggressively negotiated by our customers and affect our competitive position. Payment terms on time-based licenses have generally lengthened over time. Longer payment terms could continue in the future, which could negatively affect our future revenue and operating cash flow.

- The EDA industry is subject to continual consolidation. We and our competitors have historically acquired businesses and technologies to complement and expand our respective product offerings. If any of our competitors consolidate or acquire businesses and technologies which we do not offer they may be able to exert even greater competitive pressure by offering a more complete or larger technology portfolio, a larger support and service capability, or lower prices.

- Despite the complexity of the EDA market, entry and expansion into the EDA market by new and existing companies can and does occur, and could make it more difficult to compete successfully.

In addition, new competitive factors may emerge from time to time. If we fail to successfully compete as described above or fail to address new competitive forces, our business will be harmed.

Lack of growth in new IC design starts, industry consolidation and other potentially long-term trends may adversely affect the EDA industry, including demand for our products and services.

The increasing complexities of SoCs and ICs, and customers' concerns about managing costs and risks have also led to the following potentially long-term negative trends in our industry:

- The number of IC design starts has decreased and we expect it to continue to decline. New IC design starts are one of the key drivers of demand for EDA software.

- A number of mergers in the semiconductor and electronics industries have occurred and more are likely. Mergers can reduce the aggregate level of purchases of EDA software and services, and in some cases, increase customers' bargaining power in negotiations with their suppliers, including Synopsys.

- Due to factors such as increased globalization, cost controls among customers appear to have become more permanent, adversely impacting our customers' EDA spending.

- Industry changes, plus the cost and complexity of IC design, may be leading some companies in these industries to limit their design activity in general, to focus only on one discrete phase of the design process while outsourcing other aspects of the design to companies using our competitors' products.

All of these trends, if sustained, could harm the EDA industry, including the demand for our products and services, which in turn would harm our financial condition and results of operations.

Changes in, or interpretations of, accounting principles could result in unfavorable accounting charges or effects, including changes to our prior financial statements, which could cause our stock price to decline.

We prepare our consolidated financial statements in conformity with U.S. generally accepted accounting principles. These principles are subject to interpretation by the SEC and various bodies formed to interpret and create appropriate accounting principles. A change in these principles, or in our interpretations of these principles, can have a significant effect on our reported results and may retroactively affect previously reported results.

We have received a Revenue Agent's Report from the Internal Revenue Service claiming a significant increase in our U.S. taxable income. An adverse outcome could have an adverse effect on our results of operations and financial condition.

On July 11, 2008, we received a Revenue Agent's Report in which the Internal Revenue Service, or IRS, proposed an adjustment that would result in an aggregate tax deficiency for fiscal 2002 through 2004 of approximately $236.2 million, $130.5 million of which would be a reduction of certain tax credits that would otherwise be available either as refund claims or to offset taxes due in future periods. In August 2008, we timely filed a protest to the proposed deficiency with the IRS, which will cause the matter to be referred to the Appeals Office of the IRS. An adverse outcome of this matter could result in significant tax expense and harm our results of operations and financial condition.

Unfavorable tax law changes, an unfavorable government review of our tax returns or changes in our geographical earnings mix or forecasts of foreign source income could adversely affect our effective tax rate and our operating results.

Our operations are subject to income and transaction taxes in the United States and in multiple foreign jurisdictions. A change in the tax law in the jurisdictions in which we do business, including an increase in tax rates or an adverse change in the treatment of an item of income or expense, could result in a material increase in our tax expense.

Our tax filings are subject to review or audit by the IRS and state, local and foreign taxing authorities. We exercise judgment in determining our worldwide provision for income taxes and, in the ordinary course of our business, there may be transactions and calculations where the ultimate tax determination is uncertain. The IRS examinations of our federal tax returns for the years 2000-2001 and 2002-2004 resulted in significant proposed adjustments. Although we believe our tax estimates are reasonable, we can provide no assurance that any final determination in an audit will not be materially different than the treatment reflected in our historical income tax provisions and accruals. An assessment of additional taxes as a result of an audit could adversely affect our income tax provision and net income in the period or periods for which that determination is made.

We have operations both in the United States and in multiple foreign jurisdictions with a wide range of statutory tax rates. Certain foreign operations are subject to temporary favorable foreign tax rates. Therefore, any changes in our geographical earning mix in various tax jurisdictions, including those resulting from transfer pricing adjustments and expiration of or amendments to foreign tax rulings, could materially increase our effective tax rate. Furthermore, we maintain deferred tax assets related to federal foreign tax credits and our ability to use these credits is dependent upon having sufficient future foreign source income in the United States. Changes in our forecasts of such future foreign source income could result in an adjustment to the deferred tax asset and a related charge to earnings which could materially affect our financial results.

Our revenue and earnings fluctuate and if our financial results fail to meet stockholder expectations our stock price could decline.

Many factors affect our revenue and earnings, including customer demand, license mix, the timing of revenue recognition on products and services sold, causing our revenue and earnings results to fluctuate. Accordingly, stockholders should not view our historical results as necessarily indicative of our future performance.

From time to time, we provide targets related to our future financial performance. In addition, financial analysts publish their own expectations of our future financial performance. Because our quarterly revenue and our operating results fluctuate, future financial performance is difficult to predict. Downward adjustments of our targets or the failure to meet our targets or the expectations of research analysts could cause the market price of our common stock to decline.

Some of the specific factors that could affect our revenue and earnings in a particular quarter or over several fiscal periods include, but are not limited to:

- The market for EDA products is dynamic and depends on a number of factors including consumer demand for our customers' products, customer research and development and EDA budgets, pricing, our competitors' product offerings and customer design starts. It is difficult to predict in advance the effect of these and other factors on our customers' demand for our products on a medium or long term basis. As a result, actual future customer purchases could differ materially from our forecasts which, in turn, could cause our actual revenue to be materially different than our publicly disclosed targets.

- We base our operating expenses in part on our expectations for future revenue and generally must commit to expense levels in advance of revenue being recognized. Since only a small portion of our expenses varies with revenue, any revenue shortfall typically causes a direct reduction in net income.

- Our revenue and earnings targets over a number of fiscal periods assume a certain level of orders and a certain mix between upfront and time-based license revenue. The amount of orders received and changes in the mix due to factors such as the level of overall license orders, customer demand, customer payment terms and ship dates could result in lower revenue and harm our operating results. For example, if we ship more licenses generating upfront revenue than expected during any given fiscal period, our revenue and earnings for that period could be above our targets even if orders are below target; conversely, if we ship fewer licenses generating upfront revenue than expected, our revenue and earnings for that period could fall below our targets even if orders meet or even exceed our target. Similarly, if we receive a lower-than-expected level of license orders generating time-based revenue during a given period, our revenue in future periods could be negatively affected.

- We may be required to implement a number of cost control measures in order to meet our externally-communicated financial targets, any of which could fail to result in the anticipated cost savings or could harm our business.

- We often amend our contracts with our customers to extend the term or add new products. Although these amendments can provide a longer-term payment stream from the customers, they can also result in a lower amount of revenue being recognized per year than under the original arrangement even if the total value of the extended contract is larger.

- Certain of our license agreements provide customers the right to re-mix a portion of the software initially subject to the license for other specified Synopsys products. While this practice helps assure the customer's access to the complete design flow needed to manufacture its product, use of these arrangements could result in reduced revenue compared to licensing the individual tools separately.

- In the past, we have regularly received a significant portion of our orders for a given quarter in the last one or two weeks of the quarter. The delay of one or more orders, particularly an order generating upfront revenue, could cause us to have lower revenue and/or earnings for that quarter.

- A large portion of our revenue is derived from a relatively small number of large customers. While our agreements with such customers are binding multi-year agreements, if we were to lose these customers or if they did not renew their agreements with us, over time our financial results could be adversely affected.

- We make significant judgments relating to revenue recognition, specifically determining the existence of proper documentation, establishing that the fee is fixed or determinable, verifying delivery of our products and services and assessing the creditworthiness of our customers. While we believe our judgments in these areas are reasonable, there can be no assurance that such judgments will not be challenged in the future. In such an event, we could be required to reduce the amount of revenue we have recognized in prior periods, which would have an adverse impact on our reported results of operations for those periods.

- Our customers spend a great deal of time reviewing and testing our products, either alone or against competing products, before making a purchase decision. Accordingly, our customers' evaluation and purchase cycles may not match our fiscal quarters. Further, sales of our products and services may be delayed if customers delay project approvals or starts because of budgetary constraints or their budget cycles.

- The sales cycle for our products is lengthy. The purchase of our products generally involves a significant commitment of capital and other resources by a customer. This commitment often requires significant technical review, assessment of competitive products and approval at a number of management levels within a customer's organization. While our customers are evaluating our products and services, we may incur substantial sales and marketing expenses and spend significant management effort to complete these sales. Any delay in completing sales in a particular quarter or the failure to complete a sale after expending resources during the sales cycle could cause our operating results to suffer.

- We rely on third party subcontractors to manufacture our hardware products. Our reliance on third parties subjects us to risks such as reduced control over delivery schedules and quality, a potential lack of adequate capacity during periods when demand is high and potential increases in product costs due to factors outside our control such as capacity shortages, pricing changes and the third parties' financial viability. Our outsourcing model could lead to delays in product deliveries, lost sales and increased costs which could harm our relationships with our customers resulting in lower operating results.

The failure to meet the semiconductor industry's demands for advancing EDA technology and continued cost reductions may harm our financial results.

SoC and IC functionality continues to increase while feature widths decrease, substantially increasing the complexity, cost and risk of IC design and manufacturing. To address greater complexity, semiconductor designers and manufacturers demand continuous innovation from EDA suppliers. At the same time, as a general business trend, we believe some customers and potential customers are seeking to buy more products from fewer suppliers and at reduced overall prices in an effort to reduce overall cost and risk. In order to succeed in this environment, we must successfully meet our customers' technology requirements and increase the value of our products, while also striving to reduce their overall costs and our own operating costs. If we fail to successfully manage these conflicting demands our financial condition and results of operations will be harmed.

We may have to invest more resources in research and development than anticipated, which could increase our operating expenses and negatively affect our operating results.

If new competitors, technological advances by existing competitors, our entry into new markets, or other competitive factors require us to invest significantly greater resources than anticipated in our research and development efforts, our operating expenses would increase. If we are required to invest significantly greater resources than anticipated in research and development efforts without a corresponding increase in revenue, our operating results could decline. Research and development expenses are likely to fluctuate from time to time to the extent we make periodic incremental investments in research and development and these investments may be independent of our level of revenue which could negatively impact our financial results. In order to remain competitive, we anticipate that we will continue to devote substantial resources to research and development.

We may not be able to acquire businesses or technology and we may not be able to realize the potential financial or strategic benefits of the business acquisitions or strategic investments we complete, which could hurt our ability to grow our business, develop new products or sell our products.

We have acquired a number of companies or their assets in the past and expect to make additional acquisitions of businesses or technology in the future. We may not find suitable acquisition targets or we may not be able to consummate desired acquisitions due to unfavorable credit markets or other risks, which could harm our operating results. We have acquired a number of companies and technologies in recent years, including Synplicity, Inc. in May 2008. In addition to direct costs, acquisitions pose a number of risks, including:

- Potential negative impact on our earnings per share;
- Failure of acquired products to achieve projected sales;
- Problems in integrating the acquired products with our products;
- Difficulties in retaining key employees and integrating them into Synopsys;
- Failure to realize expected synergies or cost savings;
- Regulatory delays;
- Drain on management time for acquisition-related activities;
- Assumption of unknown liabilities, including tax, and unanticipated costs;
- Diversion of resources and unanticipated expenses resulting from litigation arising from potential or actual business acquisitions or investments;
- Adverse effects on customer buying patterns or relationships; and
- Negative impact on our earnings resulting from the application of SFAS No. 141 (revised 2007), Business Combinations (SFAS 141R), which requirements are effective for fiscal years beginning on or after December 15, 2008 and will apply to our acquisitions beginning in the first quarter of our fiscal 2010.

While we review proposed acquisitions carefully and strive to negotiate terms that are favorable to us, an acquisition may not positively affect our future performance. If we later determine we cannot use or sell an acquired product or technology, we will be required to write down intangible assets associated with the product or technology which would harm our operating results.

Conditions of foreign economies, foreign exchange rate fluctuations and the increasingly global nature of our operations could adversely affect our performance.

We generally derive approximately 50% of our revenue from outside the United States. We expect our overall orders and revenue targets will continue to depend on substantial contributions from customers outside the United States. Foreign sales are vulnerable to regional or worldwide economic, political and health conditions, including the effects of international political conflict, hostilities and natural disasters. Further, any deterioration of foreign economies or foreign currency exchange rates would adversely affect our performance by reducing the amount of revenue derived from outside the United States.

Our operating results are also affected by fluctuations in foreign currency exchange rates. Our results of operations can be adversely affected when the U.S. dollar weakens relative to other currencies, including the Euro, the Japanese yen and the Canadian dollar, as a result of the translation of expenses of our foreign operations denominated in foreign currencies into the dollar. Exchange rates are subject to significant and rapid fluctuations, and therefore we cannot predict the prospective impact of exchange rate fluctuations on our business, results of operations and financial condition. While we hedge most foreign currency exposures of our business, we are unable to hedge all of our currency exposures, and our hedging activities may not completely mitigate our foreign currency risks.

In addition, we have expanded our non-U.S. operations significantly in the past several years. While the increased international presence of our business creates the potential for cost reductions and higher international sales, this strategy also requires us to recruit and retain qualified technical and managerial employees, manage multiple, remote locations performing complex software development projects and ensure intellectual property protection outside of the United States. If we fail to effectively manage our global operations our business and results of operations will be harmed.

Our operations and sales to customers internationally subject us to a number of additional risks, including:

- international economic and political conditions, such as political tensions between countries in which we do business;
- unexpected changes in, or impositions of, legislative or regulatory requirements;
- difficulties in complying with a variety of foreign laws and regulatory requirements;
- differing legal standards with respect to protection of intellectual property and employment practices;
- our inability to adapt to cultural differences in the conduct of business;
- inadequate local infrastructure that could result in business disruptions;
- exporting or importing issues related to export or import restrictions, tariffs, quotas and other trade barriers and restrictions;
- financial risks such as longer payment cycles, difficulty in collecting accounts receivable and fluctuations in currency exchange rates;
- imposition of additional taxes and penalties; and
- other factors beyond our control such as terrorism, civil unrest, war and infectious diseases.

Our investment portfolio may be impaired by further deterioration of the capital markets.

Our cash equivalent and short-term investment portfolio as of January 31, 2009 consists of investment grade municipal bonds, tax-exempt money market mutual funds and taxable money market mutual funds. We follow an established investment policy and set of guidelines to monitor, manage and limit our exposure to interest rate and credit risk. The policy sets forth credit quality standards and limits our exposure to any one issuer. As a result of current adverse financial market conditions, some financial instruments, such as structured investment vehicles, sub-prime mortgage-backed securities and collateralized debt obligations, may pose risks arising from liquidity and credit concerns. As of January 31, 2009, we had no direct holdings in these categories of investments and no exposure to these financial instruments through our indirect holdings in money market mutual funds. As of January 31, 2009, we had no impairment charge associated with our short-term investment portfolio. However, we cannot predict future market conditions or market liquidity and our investment portfolio may suffer other than temporary impairments in future periods.

We account for our investment instruments in accordance with Statement of Financial Accounting Standards No. 115, or SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*. All of our cash equivalents and marketable securities are treated as “available-for-sale” under SFAS No. 115. Investments in both fixed rate and floating rate interest earning instruments carry a degree of interest rate risk. Fixed rate debt securities may have their market value adversely impacted due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall. Due in part to these factors, our future investment income may fall short of expectations due to changes in interest rates or if the decline in fair value of our publicly traded debt or equity investments is judged to be other-than-temporary. We may suffer losses in principal if we are forced to sell securities that decline in market value due to changes in interest rates. However, because any debt securities we hold are classified as “available-for-sale,” no gains or losses are realized in our consolidated statements of income due to changes in interest rates unless such securities are sold prior to maturity or unless declines in value are determined to be other-than-temporary. These securities are reported at fair value with the related unrealized gains and losses included in accumulated other comprehensive income, a component of stockholders’ equity, net of tax.

The current global financial crisis may cause our banking partners to become insolvent.

We rely on several large financial institutions to act as counterparties under our foreign currency forward contracts, provide credit under our revolving credit facility and provide banking transaction and deposit services worldwide. Should any of our banking partners declare bankruptcy or otherwise default under our agreements, it could have a material impact on our financial results and reduce our credit availability.

From time to time we are subject to claims that our products infringe on third party intellectual property rights.

Under our customer agreements and other license agreements, we agree in many cases to indemnify our customers if our products infringe a third party's intellectual property rights. As a result, we are from time to time subject to claims that our products infringe on these third party rights. We are currently defending some of our customers against claims that their use of one of our products infringes on a patent held by a Japanese electronics company. We believe this claim is without merit and will continue to vigorously defend against it.

These types of claims can, however, result in costly and time-consuming litigation, require us to enter into royalty arrangements, subject us to damages or injunctions restricting our sale of products, invalidate a patent or family of patents, require us to refund license fees to our customers or to forgo future payments or require us to redesign certain of our products, any one of which could harm our business and operating results.

If we fail to protect our proprietary technology our business will be harmed.

Our success depends in part upon protecting our proprietary technology. We rely on agreements with customers, employees and others and on intellectual property laws worldwide to protect our proprietary technology. These agreements may be breached, and we may not have adequate remedies for any breach and our trade secrets may otherwise become known or be independently developed by competitors. Moreover, some foreign countries do not currently provide effective legal protection for intellectual property and our ability to prevent the unauthorized use of our products in those countries is therefore limited. We aggressively pursue action against companies or individuals that wrongfully appropriate or use our products and technologies. We engaged in anti-piracy efforts against certain companies located in China; but these actions may not be successful. We may need to commence litigation or other legal proceedings in order to:

- assert claims of infringement of our intellectual property;
- protect our trade secrets or know-how; or
- determine the enforceability, scope and validity of the propriety rights of others.

If we do not obtain or maintain appropriate patent, copyright or trade secret protection, for any reason, or cannot fully defend our intellectual property rights in some jurisdictions, our business and operating results would be harmed. In addition, intellectual property litigation is lengthy, expensive and uncertain and legal fees related to such litigation will increase our operating expenses and may reduce our net income.

Our business is subject to evolving corporate governance and public disclosure regulations that have increased both our costs and the risk of noncompliance, which could have an adverse effect on our stock price.

We are subject to rules and regulations promulgated by a number of governmental and self-regulated organizations, including the SEC, NASDAQ and the Public Company Accounting Oversight Board. Many of these regulations continue to evolve, making compliance more difficult and uncertain. In addition, our efforts to comply with these new regulations have resulted in, and are likely to continue to result in, increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities.

In particular, Section 404 of Sarbanes-Oxley Act of 2002 and related regulations require us to include a management assessment of our internal control over financial reporting and our auditors to render an opinion as to the effectiveness of our internal control over financial reporting in our annual reports. This effort has required, and will continue to require in the future, the commitment of significant financial and managerial resources. Any failure to complete a favorable assessment and obtain an unqualified opinion from our independent registered public accounting firm could cause our stock price to decline.

There are inherent limitations on the effectiveness of our controls.

We do not expect that our disclosure controls or control system will prevent all error and all fraud. Regardless of how well designed and operated it is, a control system can provide only reasonable assurance that its objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Failure of our control systems to prevent error or fraud could materially adversely impact us.

If we fail to timely recruit and retain key employees our business may be harmed.

To be successful, we must attract and retain key technical, sales and managerial employees, including those who join Synopsys in connection with acquisitions. There are a limited number of qualified EDA and IC design engineers, and competition for these individuals is intense. Our employees are often recruited aggressively by our competitors and our customers. Any failure to recruit and retain key technical, sales and managerial employees would harm our business, results of operations and financial condition.

We issue stock options and restricted stock units and maintain employee stock purchase plans as a key component of our overall compensation. We face pressure from stockholders, who must approve any increases in our equity pool, to limit the use of such equity based compensation and its dilutive effect on stockholders. In addition, we are required under U.S. GAAP to recognize compensation expense in our results from operations for employee share-based equity compensation under our equity grants and our employee stock purchase plan which has increased the pressure to limit share-based compensation. These factors may make it more difficult for us to grant attractive share-based packages in the future, which could adversely impact and limit our ability to attract and retain key employees.

Product errors or defects could expose us to liability and harm reputation and we could lose market share.

Despite extensive testing prior to releasing our products, software products frequently contain errors or defects, especially when first introduced, when new versions are released or when integrated with technologies developed by acquired companies. Product errors could affect the performance or interoperability of our products, could delay the development or release of new products or new versions of products and could adversely affect market acceptance or perception of our products. In addition, allegations of IC manufacturability issues resulting from use of our IP products could, even if untrue, adversely affect our reputation and our customers' willingness to license IP products from us. Any such errors or delays in releasing new products or new versions of products or allegations of unsatisfactory performance could cause us to lose customers, increase our service costs, subject us to liability for damages and divert our resources from other tasks, any one of which could materially and adversely affect our business and operating results.

Catastrophic events may disrupt our business and harm our operating results.

We rely on our network infrastructure and enterprise applications, and technology systems for our development, marketing, operational, support and sales activities. A disruption or failure of these systems in the event of a major earthquake, fire, telecommunications failure, cyber-attack, terrorist attack, or other catastrophic event could cause system interruptions, delays in our product development and loss of critical data and could prevent us from fulfilling our customers' orders. Our corporate headquarters, a significant portion of our research and development activities, our data centers, and certain other critical business operations are located in California, near major earthquake faults. We believe we have developed sufficient disaster recovery plans and backup systems to reduce the potentially adverse effect of such events, but a catastrophic event that results in the destruction or disruption of any of our data centers or our critical business or information technology systems would severely affect our ability to conduct normal business operations and, as a result, our operating results would be adversely affected.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Synopsys' Board of Directors approved a $500 million stock repurchase program on December 1, 2004, which was replenished to $500 million on March 22, 2007. Funds are available until expended or until the program is suspended by the Chief Financial Officer or the Board of Directors. Synopsys did not repurchase any shares of common stock under the program during the three months ended January 31, 2009 and, as of such date, an aggregate of approximately $209.7 million remained authorized for future purchases.

See Note 9 of *Notes to Unaudited Condensed Consolidated Financial Statements* for further information regarding our stock repurchase program.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of security holders during the first quarter of fiscal 2009.

ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS

Exhibit		Incorporated By Reference				Filed
Number	Exhibit Description	Form	File No.	Exhibit	Filing Date	Herewith
3.1	Amended and Restated Certificate of Incorporation	10-Q	000-19807	3.1	09/15/03	
3.2	Restated Bylaws	8-K	000-19807	3.2	12/10/07	
4.1	Specimen Common Stock Certificate	S-1	33-45138	4.3	02/24/92 (effective date)	
10.23*	Synopsys Deferred Compensation Plan II					X
10.32*	Form of Amended and Restated Executive Change of Control Severance Benefit Plan	10-K	000-19807	10.32	12/22/08	
10.39*	Form of Restricted Stock Unit Agreement under 2006 Employee Equity Incentive Plan	10-K	000-19807	10.39	12/22/08	
10.43*	Executive Incentive Plan (2009)	8-K	000-19807	10.49	12/15/08	
10.46*	Compensation Recovery Policy	10-K	000-19807	10.46	12/22/08	
31.1	Certification of Principal Executive Officer furnished pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act					X
31.2	Certification of Principal Financial Officer furnished pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act					X
32.1	Certification of Principal Executive Officer and Principal Financial Officer furnished pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code					X

* Indicates a management contract, compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SYNOPSYS, INC.

Date: March 9, 2009

By: /s/ Brian M. Beattie
Brian M. Beattie
Chief Financial Officer
(Principal Financial Officer)

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EXHIBIT INDEX

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* Indicates a management contract, compensatory plan or arrangement.

EXHIBIT 10.23

SYNOPSYS, INC.

AMENDED AND RESTATED

DEFERRED COMPENSATION PLAN II

EFFECTIVE DECEMBER 31, 2008

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SYNOPSYS, INC.
AMENDED AND RESTATED
DEFERRED COMPENSATION PLAN II

SYNOPSYS, INC. (the "Company") acting on behalf of itself and its designated subsidiaries hereby adopts the **SYNOPSYS, INC. AMENDED AND RESTATED DEFERRED COMPENSATION PLAN II** (the "Plan"). Except as specifically provided herein or as necessary to comply with Section 409A of the Code, the Plan as amended and restated is effective as of December 31, 2008.

RECITALS

(a) The Company intends to maintain the Plan as a supplemental retirement plan for the benefit of a select group of management or highly compensated employees as may be designated by the Company in its sole discretion.

(b) The Plan provides for the payment of vested accrued benefits to Plan participants and their beneficiaries in accordance with the terms of this document.

(c) Under the Plan, the Company pays all of the accrued benefits from its general assets.

(d) The Company has entered into an agreement (the "Trust Agreement") with a person or persons, including an entity that serves as trustee (the "Trustee") under an irrevocable trust (the "Trust") to be used in connection with the Plan.

(e) The Company wishes to make contributions to the Trust so that contributions to be held by the Trustee shall be invested, reinvested and distributed, all in accordance with the provisions of the Plan and the Trust Agreement.

(f) The Company intends that the amounts contributed to the Trust and the earnings thereon shall be used by the Trustee to satisfy the liabilities of the Company under the Plan with respect to each Plan Participant for whom an Account has been established and such use of the Trust assets shall be made in accordance with the procedures set forth herein.

(g) The Company intends that the Trust be a "grantor trust" with the principal and income of the Trust treated as assets and income of the Company for federal and state income tax purposes.

(h) The Company intends that the assets of the Trust shall at all times be subject to the claims of the general creditors of the Company as provided in the Trust Agreement.

(i) The Company intends that the existence of the Trust shall not alter the characterization the Plan as "unfunded" for purposes of ERISA, and shall not be construed to provide income to Participants under the Plan prior to actual payment of the accrued benefits thereunder.

NOW THEREFORE, the Company does hereby adopt the Plan as follows:

ARTICLE 1

DEFINITIONS

Whenever used in the Plan, the following terms shall have the meanings indicated below, unless a different meaning is plainly required by the context. The singular shall include the plural, unless the context indicates otherwise.

1.1 Account. "Account" means for each Participant the bookkeeping account maintained by the Committee that is credited with amounts equal to (i) the portion of the Participant's Base Pay that he or she elects to defer, (ii) the portion of the Participant's Variable Pay that he or she elects to defer, (iii) the Company's discretionary contributions, if any, credited under the Plan for the Participant's benefit, and (iv) adjustments to reflect deemed gains or losses pursuant to Section 5.1(c).

1.2 Base Pay. "Base Pay" means the non-variable portion of an Eligible Employee's annual cash compensation and such other non-cash, non-variable amounts payable to (or for the benefit of) an Eligible Employee as the Committee in its sole discretion may determine shall be included in the definition of "Base Pay" for the purposes of the Plan.

1.3 Beneficiary. "Beneficiary" or "Beneficiaries" means the beneficiary last designated in writing by a Participant in accordance with procedures established by the Committee to receive the benefits specified hereunder in the event of the Participant's death. No beneficiary designation shall become effective until it is filed with the Committee.

1.4 Change in Control. "Change in Control" means

(a) The date that any one person or persons acting as a group acquires ownership of Company stock constituting more than fifty percent (50%) of the total fair market value or total voting power of the Company;

(b) The date that any one person or persons acting as a group acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of the stock of the Company possessing thirty-five percent (35%) or more of the total voting power of the stock of the Company;

(c) The date that any one person or persons acting as a group acquires assets from the Company that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition; or

(d) The date that a majority of members of the Company's Board of Directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors prior to the date of the appointment or elections.

(e) The term “Change in Control” is to be interpreted in accordance with Section 409A of the Code and regulations and guidance issued thereunder (including Treas. Reg. Section 1.409A-3(i)(5)).

1.5 Code. “Code” means the Internal Revenue Code of 1986, as amended from time to time, and applicable valid regulations thereunder.

1.6 Committee. “Committee” means the Synopsys Deferred Compensation Plans Committee.

1.7 Company. “Company” means Synopsys, Inc., any successor corporation and any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity or investment interest, as determined by the Company.

1.8 Compensation. “Compensation” means a Participant’s Base Pay and Variable Pay that is subject to deferral pursuant to Section 3.1.

1.9 Contributions. “Contributions” means Base Pay or Variable Pay that a Participant elects to defer to the Plan pursuant to Article III, plus discretionary contributions contributed to the Participant’s Account by the Company pursuant to Section 3.3.

1.10 Deferral Period. “Deferral Period” means, for each Plan Year, (i) the period from the first day of such Plan Year through the last day of the Fiscal Year of the Company that ends within that Plan Year, and (ii) the period from the first day of the Fiscal Year of the Company that begins within the Plan Year through the last day of that Plan Year. Notwithstanding the foregoing, if a payroll period begins in one Deferral Period but ends in the subsequent Deferral Period, then, for purposes of the Plan, that payroll period shall be treated as if the payroll period both began and ended in the Deferral Period in which the payroll period actually ends.

1.11 Disabled. “Disabled” means that a Participant is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company.

1.12 Distributable Amount. “Distributable Amount” means the vested amount credited to a Participant’s Account.

1.13 Eligible Employee. “Eligible Employee” for a Plan Year means (i) an Employee regularly performing services for the Company in the United States of America whose Target Compensation equals or exceeds, as of the October 1 immediately preceding the first day of the Plan Year, a dollar amount to be determined for each Plan Year by the Committee, (ii) an Employee (x) who was an Eligible Employee for a preceding Plan Year and (y) for whom an Account was maintained with a positive balance as of the end of the immediately preceding Plan Year, or (iii) any other Employee (x) who is designated by the Committee or an authorized representative of the Committee pursuant to procedures established by the Committee as eligible to participate in the Plan (including by being within a category of employee that has been so

designated) and (y) who has been given notice by the Committee or its authorized representative of such eligibility. Notwithstanding the foregoing, the Committee may determine that an otherwise Eligible Employee shall not be eligible to participate in the Plan, shall not be eligible to continue to participate in the Plan or shall be eligible to participate beginning on a later date than would otherwise be provided by this Section 1.13.

1.14 Employee. "Employee" means a common law employee of the Company who is treated by the Company as an employee for U.S. federal employment tax purposes and who has not been excluded by contract or employment classification from participating in employee benefit plans of the Company.

1.15 ERISA. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and applicable valid regulations thereunder.

1.16 Fiscal Year. "Fiscal Year" means the Company's fiscal year as determined by the Company's Board of Directors.

1.17 Fund or Funds. "Fund" or "Funds" means one or more of the investment funds selected by the Committee pursuant to Section 4.1.

1.18 Fund Return. "Fund Return" means, for each Fund, an amount equal to the net rate of gain or loss on the assets of such Fund during each month.

1.19 Initial Election Period. "Initial Election Period" means the period beginning on the date the Eligible Employee is first notified by the Committee or the Committee's authorized representative that the Eligible Employee is eligible to participate in the Plan and ending on the later of (i) the day immediately preceding commencement of the Plan Year for which such Eligible Employee may elect to become a Participant, and (ii) thirty (30) days after the date of delivery of such notice if the Plan Year for which such Eligible Employee may elect to become a Participant commenced prior to the date of delivery of such notice. Notwithstanding the foregoing, in no event shall the Initial Election Period extend beyond the time period permitted by Treas. Reg. Section 1.409A-2(a).

1.20 Insurable Participant. "Insurable Participant" means a Participant who satisfies underwriting standards for the issuance of life insurance determined by the insurance company selected by the Committee to provide the pre-termination death benefit described in Section 7.4(a).

1.21 Key Employee. "Key Employee" means, for purposes of this Plan, and in accordance with Section 409A of the Code, a key employee as defined in Section 416(i) of the Code, without regard to paragraph (5) thereof, of the Company and any Eligible Employee who has been designated as a Key Employee by the Committee.

1.22 Participant. "Participant" means any Eligible Employee (or former Eligible Employee) for whom an Account is maintained under the Plan. For the avoidance of doubt, the term "Participant" shall not include a Beneficiary for whom an Account is maintained under the Plan following the death of a Participant.

1.23 Plan. "Plan" means the Synopsys Deferred Compensation Plan II set forth herein and in amendments from time to time made hereto.

1.24 Plan Year. "Plan Year" means the calendar year.

1.25 Retirement. "Retirement" means Termination of Participant's Employment on or after attaining age fifty-five (55).

1.26 Target Compensation. "Target Compensation" means annualized Base Pay plus annualized target commissions and target bonuses.

1.27 Termination of Participant's Employment. "Termination of Participant's Employment" means a "separation from service" from the Company as defined in Treas. Reg. Section 1.409A-1(h)(1).

1.28 Variable Pay. "Variable Pay" means any variable cash compensation including commissions, sales bonuses and/or other incentive compensation that is allocable to a Deferral Period as having been earned in such Deferral Period. Variable Pay shall not include (a) retention bonuses, (b) other bonuses subject to possible repayment as a result of a specified future event (including sign-on bonuses and relocation bonuses), (c) severance payments, (d) any cash compensation if the Participant has the discretion to determine whether the compensation will be payable in cash or some other medium, (e) any payments to the Participant from the Plan, the Synopsys Deferred Compensation Plan, or a plan sponsored by the Company under Section 125 or 401(k) of the Code, (f) a payment received from the Company by the Participant upon the exercise of a stock appreciation right, and (g) except with respect to commissions, payments made after the December 31st of the calendar year in which the payment became earned and vested. Notwithstanding the foregoing, (x) Variable Pay shall include bonuses subject to possible repayment solely as a result of the Compensation Recovery Policy adopted by the Compensation Committee of the Board of Directors of the Company on December 10, 2008 as such policy may be amended from time to time, (y) cash compensation paid in the Company's discretion in cash or in some other medium shall be excluded from Variable Pay if the inclusion of such compensation as Variable Pay would result in potential tax under Section 409A of the Code if the Plan were operated as described herein, and (z) the Committee may, in its sole discretion, determine from time to time that amounts excluded from the definition of Variable Pay by this Section 1.28 shall be included in the definition of "Variable Pay" for the purposes of the Plan.

ARTICLE 2

PARTICIPATION

An Eligible Employee shall become a Participant in the Plan by (a) electing to defer all or a portion of his or her Compensation, in accordance with Article III, and (b) if required by the Committee in its sole and absolute discretion, by filing a completed life insurance application along with his or her deferral election form, and complying with such applicable medical underwriting requirements as determined by a life insurance carrier elected by the Committee. An Eligible Employee who completes the requirements of the preceding sentence shall become a

Participant in the Plan as of the first day of the first month in which such Eligible Employee's Compensation is deferred. In the event it is determined by the Committee that the proposed life insurance policy, if applicable, cannot be obtained in a cost efficient manner after medical underwriting requirements have been met, the Participant shall not be eligible to receive death benefits as provided under Section 7.4(a) of the Plan but shall otherwise be eligible to participate in the Plan.

ARTICLE 3

CONTRIBUTIONS

3.1 Elections to Defer Compensation.

(a) Initial Election Period. Each newly hired employee who becomes an Eligible Employee by designation and notification pursuant to Section 1.13 may elect to defer Compensation (as described in Section 3.1(e)) for the remainder of the Plan Year following such Eligible Employee's Initial Election Period by filing with the third party administrator an election for such remaining Plan Year that conforms to the requirements of this Section. Such election shall specify the amount to be deferred, if any, for the remainder of each Deferral Period in the relevant Plan Year as specified in Section 3.1(e) below. Such election also shall specify the time at which and the form in which such deferred amounts shall be distributed to the Participant, as provided in Article VII. Such election to defer Compensation and designate the distribution form and time must be received by the third party administrator no later than the last day of such Eligible Employee's Initial Election Period.

(b) General Rule. Subject to the limitation set forth in Section 3.1(d) below, the amount of Compensation which an Eligible Employee may elect to defer during each Deferral Period is as follows:

(i) Any whole percentage of Base Pay up to fifty percent (50%); and/or

(ii) Any whole percentage of Variable Pay up to one hundred percent (100%);

provided, however, that no election made for one or both Deferral Periods in a Plan Year shall reduce the Compensation paid to an Eligible Employee for a calendar year to an amount that is less than the amount necessary to pay (a) applicable employment taxes (e.g., FICA, hospital insurance) payable with respect to amounts deferred hereunder, (b) except as provided in Section 3.1(c), amounts necessary to satisfy any other benefit plan withholding obligations, (c) any resulting income taxes required to be withheld with respect to Compensation that cannot be so deferred, and (d) any amounts necessary to satisfy any wage garnishment or similar type obligations.

(c) Deferral Election Computation. Deferral elections to the Plan shall be computed before taking into account (i) any reduction in taxable income by contributions to plans sponsored by the Company under Sections 125 or 401(k) of the Code or (ii) any

withholding of Compensation, for example, to participate in the Synopsys Employee Stock Purchase Plan.

(d) **Minimum Deferrals**. For each Plan Year during which the Eligible Employee is a Participant, the minimum amount that may be deferred for any Plan Year is one percent (1%) of the lesser of the eligible Base Pay or the eligible Variable Pay during one of the Deferral Periods occurring within the Plan Year.

(e) **Effect of Initial Election**. An election to defer Compensation during the Initial Election Period shall be effective with respect to (i) Base Pay earned during the first pay period beginning after both the date the initial election becomes irrevocable and the start of the Deferral Period for which the election is made, and (ii) Variable Pay for services performed after the date on which the initial election becomes irrevocable and paid after the start of the Deferral Period for which the election is made as provided by Treas. Reg. Section 1.409A-2(a)(7).

(f) **Duration of Base Pay Deferral Election or Variable Pay Deferral Election**. Except as provided in Section 3.1(h) below, a Base Pay deferral election or Variable Pay deferral election shall remain in effect from Plan Year to Plan Year, notwithstanding any change in a Participant's Base Pay or Variable Pay, as applicable, until the Participant elects to amend or discontinue his or her Base Pay deferral election or Variable Pay deferral election, as applicable. If the Participant does not amend or discontinue his or her deferral election for a Plan Year during the applicable election period that precedes such Plan Year, then the Participant will be deemed to have made a deferral election for that Plan Year, and for the Deferral Periods within the Plan Year, that is identical to the deferral election that was in effect for the Participant in the Plan Year that immediately preceded the Plan Year at issue.

If the Participant does amend or discontinue his or her deferral election for a Plan Year during the applicable election period that precedes such Plan Year, the percentage or dollar amount of Base Pay or Variable Pay designated by the Participant may be amended or discontinued by filing a new election, in accordance with the terms of this Section, with the third party administrator within the applicable election period for the Plan Year which contains the Deferral Period for which the election shall be in effect. A Participant's deferral election shall terminate with respect to future Base Pay or Variable Pay, as applicable, upon the earlier of (x) the Participant ceasing to be eligible to participate in the Plan, or (y) the Participant's timely election to discontinue all deferrals for any subsequent Deferral Period.

Except as provided in Section 3.1(e), in the case of Variable Pay, the Participant's elections in effect at the following times shall control:

(i) In the case of commissions, the elections in effect at the beginning of the Plan Year in which the commission is paid.

(ii) In the case of Variable Pay that is paid in a Plan Year and qualifies as performance compensation within the meaning of Treas. Reg. Section 1.409A-1(e) with a performance period of at least twelve (12) months and with a performance period that commenced no earlier than the date that is two and one-half (2-1/2) months prior to the commencement of either such Plan Year or an earlier Plan Year and otherwise satisfying the

conditions for an initial deferral election set forth in Treas. Reg. Section 1.409A-2(a)(8), the elections in effect at the commencement of the Plan Year that first follows the commencement of the performance period.

(iii) In the case of all other Variable Pay, the elections in effect at the commencement of the period to which the Variable Pay relates.

(g) **Elections Other Than Elections During the Initial Election Period**. Any Eligible Employee who fails to elect to defer Compensation during his or her Initial Election Period may subsequently become a Participant provided he or she remains an Eligible Employee, and any Eligible Employee who has suspended a prior deferral election, may elect to defer Compensation provided he or she remains an Eligible Employee. Such an election to defer Compensation shall be in such form as determined by the Committee in its sole discretion, must be filed with the third party administrator within the applicable election period for the relevant Plan Year and will be effective for Base Pay earned during pay periods beginning after such Plan Year begins and Variable Pay as provided in Section 3.1(f).

(h) **Special Rules for Deferral Elections**. The following special rules shall apply for the Plan Year beginning January 1, 2005 and the Plan Year beginning January 1, 2006, as applicable.

(i) This Section 3.1(h)(i) applies only to a Participant who is notified by the Committee or the Committee's delegate that the Participant is eligible to make the elections described in this Section 3.1(h)(i) ("Eligible Participant"). Notwithstanding any other provision of the Plan to the contrary, for the Plan Year beginning January 1, 2005 (the "2005 Plan Year") only, an Eligible Participant who elected to participate in the Plan for the 2005 Plan Year by filing a deferral of Compensation election form (or who is deemed to have filed such a deferral of Compensation election form pursuant to the deemed election procedures of Section 3.1(f)) on or before December 31, 2004, may elect to cancel the previously made deferral election for the 2005 Plan Year. Such election to cancel a previously made election for the 2005 Plan Year shall be made by filing a change in election form with the third party administrator during the applicable election period, but no later than December 31, 2005.

An Eligible Participant who elects to cancel his or her previously made election for the 2005 Plan Year may elect to cancel (i) his or her entire election for the first Deferral Period in 2005, (ii) his or her entire election for the second Deferral Period in 2005, or (iii) his or her entire election for both Deferral Periods in 2005. No partial cancellations of a previously made election for any Deferral Period in 2005 will be permitted; provided, however, that an election with respect to Base Pay shall be treated as a separate election from an election with respect to Variable Pay for the purposes of this Section 3.1(h)(i). Any previously deferred amounts (including any gains and reduced by any losses) that are cancelled as provided under this Section 3.1(h)(i) shall be includable in the income of the Eligible Participant for the Eligible Participant's 2005 taxable year, or, if later, in the taxable year in which the amounts are earned and vested.

(ii) Notwithstanding the foregoing provisions of this Section 3.1, for the Plan Year beginning January 1, 2006 (the "2006 Plan Year"), each Eligible Employee who

intends to participate in the Plan for the 2006 Plan Year, must file an election to defer Compensation during the designated election period that precedes January 1, 2006. For the 2006 Plan Year only, the provisions of Section 3.1(f) relating to deferral elections remaining in effect from year to year shall not be applicable.

(iii) Notwithstanding any other provisions of this Plan to the contrary, the Committee may permit Participants to change payment elections prior to December 31, 2006; provided, however, that no such change may be permitted if such change would result in an impermissible subsequent deferral or acceleration as set forth in Section XI.C. of the preamble to the proposed regulations issued under Section 409A on September 29, 2005 (REG-158080-04). For the avoidance of doubt, no change to a payment election shall be permitted in 2006 if either (x) the payment would have been made in 2006 in the absence of the change or (y) the change would cause a payment to be made in 2006.

3.2 Cancellation of Compensation Deferrals.

(a) Automatic Cancellation. In the event that a Participant receives a financial hardship withdrawal from the Synopsys 401(k) Savings and Success Sharing Plan or any other plan maintained by the Company which contains a qualified cash or deferred arrangement under Section 401(k) of the Code (the "401(k) Plan"), the Participant's Compensation deferrals under this Plan (if any) shall be cancelled (i.e., the Participant's deferral elections shall be deemed to be zero) for a period until the Participant elects a deferral election greater than zero effective with the commencement of a Plan Year that begins no earlier than six (6) months from the date that the Participant receives such hardship withdrawal. Notwithstanding the foregoing, the Participant's Compensation deferrals under this Plan shall not be so cancelled if the Committee determines that such cancellation is not required in order to preserve the tax-qualification of the 401(k) Plan.

(b) Permissible Cancellation. In the event that a Participant incurs an Unforeseeable Emergency (as defined in Section 7.5), the Committee, in its sole discretion, may cancel the Participant's Compensation deferrals for the remainder of the Plan Year. However, an election to make Compensation deferrals under Article III shall be irrevocable as to amounts deferred as of the effective date of any cancellation in accordance with this Section.

(c) Section 401 and Section 409A Compliance. The cancellation of deferrals described in Section 3.2 (a) shall be required to the extent necessary to preserve the tax-qualification of the 401(k) Plan. The cancellation of deferrals described in Section 3.2(a) and Section 3.2(b) shall be permitted only in compliance with the requirements of Section 409A of the Code and regulations and other guidance issued thereunder. Any Participant whose deferrals are cancelled under this Section 3.2 must meet the requirements for a new deferral election in order to restart deferrals under the Plan. In the event the cancellation of deferrals described in this Section 3.2 are too short for the Plan to be in compliance with the requirements of Section 409A of the Code and regulations and other guidance issued thereunder, or for the 401(k) Plan to maintain its tax-qualification, such cancellation shall be automatically extended to the minimum extent necessary to be in such compliance or to maintain the tax-qualification of the 401 (k) Plan.

3.3 Company Discretionary Contributions. The Company may, in its sole discretion, credit discretionary contributions to the Accounts of one or more Participants at such times and in such amounts as the Committee may determine.

ARTICLE 4

INVESTMENT ELECTIONS

4.1 Participant Investment Designation. The Committee shall provide each Participant with a list of Funds available for hypothetical investment. The Participant may designate, in such manner as provided by the Committee, one or more Funds that his or her Account will be deemed to be invested in for purposes of determining the amount of gains or losses to be credited to his or her Account; provided, however, that if the Participant does not designate the deemed investment of his or her Account, the Participant's Account shall be deemed to be invested in the money market fund offered under the Plan. The Fund Return of each Fund shall be used to determine the amount to be credited to each Participant's Account under Section 5.1(c). In making the designation pursuant to this Section, the Participant may specify that all or any whole percentage of his or her Account be deemed to be invested in one or more of the Funds selected by the Committee.

4.2 Change in Investment Designation. A Participant may change the designation made under Section 4.1 by filing an election with the third party administrator at the time and in the manner specified.

4.3 Company Responsibility for Investment Alternatives. The Company may, but need not, acquire investments corresponding to those designated by the Participants hereunder, and the Company is not under any obligation to maintain any investment it may make. Any such investments, if made, shall be the Company's sole property in which no Participant shall have any interest.

ARTICLE 5

ACCOUNTS

5.1 Participant Accounts. The Committee shall establish and maintain an Account for each Participant under the Plan. Each Participant's Account shall be further divided into separate subaccounts ("investment fund subaccounts"), each of which corresponds to a Fund designated by the Participant pursuant to Section 4.1. A Participant's Account shall be credited as follows:

(a) Not later than the last day of each month, the Committee shall cause the investment fund subaccounts of the Participant's Account to be credited with an amount equal to the Base Pay deferred by the Participant during each pay period ending in that month and/or the Variable Pay deferred during that month in accordance with the Participant's election; that is, the portion of the Participant's deferred Base Pay or Variable Pay that the Participant has elected to be deemed to be invested in a certain Fund shall be credited to the investment fund subaccount corresponding to that Fund.

(b) Not later than the last day of the Plan Year or such earlier time or times as the Committee may determine, the Committee shall credit the investment fund subaccounts of the Participant's Account with an amount equal to the portion, if any, of any Company contribution for the Participant's benefit in accordance with Section 3.3; that is, the portion of the Participant's Company contribution, if any, that the Participant has elected to be deemed to be invested in a certain Fund shall be credited to the investment fund subaccount corresponding to that Fund.

(c) Not later than the last day of each month, each investment fund subaccount of a Participant's Account shall be credited with gains, losses, expenses and fees allocated to such investment fund subaccount through the allocation date for the corresponding Fund.

5.2 Trust Funding.

(a) Trustee Duties. The Trustee shall manage, invest and reinvest the Trust assets as provided in the Trust Agreement. The Trustee shall collect the income on the Trust assets, and shall make distributions therefrom all as provided in the Plan and in the Trust Agreement.

(b) Employee Deferrals and Company Contributions. While the Plan remains in effect, the Company shall make contributions to the Trust at such times as determined in the discretion of the Committee. Within three (3) months after the close of each Plan Year, the Company shall make an additional contribution to the Trust, if necessary, such that the value of the assets held in the Trust following such contribution are at least equal to ninety percent (90%) of the amount that is equal to (i) the balances in the Accounts of the Participants as of the end of such Plan Year minus (ii) any distributions to Participants after the end of such Plan Year and prior to the date of such contribution. For the purposes of this Section 5.2(b), the direct payment by the Company of an obligation arising under the Plan shall be deemed to be a contribution to the Trust. The Trustee shall not be liable for any failure by the Company to provide contributions sufficient to pay all accrued benefits under the Plan in accordance with the terms of the Plan.

(c) General Creditors. Neither the Participants nor their Beneficiaries shall have any preferred claim on, or any beneficial ownership in, any assets of the Trust prior to the time such assets are paid to the Participants or Beneficiaries as benefits. All rights created under the Plan shall be unsecured contractual rights of Plan Participants and Beneficiaries against the Company. Any assets held in the Trust will be subject to the claims of the Company's general creditors under federal and state law in the event of insolvency, as defined in the Trust Agreement.

ARTICLE 6

VESTING

6.1 Base Pay and Variable Pay Deferrals. A Participant's Account attributable to Base Pay and Variable Pay deferred by a Participant pursuant to the terms of the Plan, together

with any earnings credited to the Participant's Account under Section 5.1(c) with respect to such deferrals, shall be one hundred percent (100%) vested at all times.

6.2 Company Contributions. The portion of a Participant's Account attributable to Company contributions pursuant to Section 3.3, if any, including the Fund Return credited with respect thereto, shall vest at such time or times as the Committee shall specify in connection with any such amounts.

ARTICLE 7

DISTRIBUTIONS

7.1 Distributions from a Participant's Account.

(a) Distribution Election and Minimum Requirements. At the time a Participant makes (or is deemed to make, pursuant to Section 3.1(f)) an election to defer a portion of his or her Base Pay or Variable Pay for a Plan Year, he or she also must elect to receive or commence receiving distribution of Contributions for that Plan Year on a certain future date (a "Scheduled In-Service Withdrawal"), upon Termination of Participant's Employment or upon Retirement and the form in which such amount shall be paid. If, at the date of Termination of Participant's Employment for any reason, the Participant has less than two (2) years of service with the Company or if the Participant's total Account value is less than One Hundred Thousand Dollars ($100,000), then the Participant's Account will be paid to the Participant in a lump sum within ninety (90) days following Termination of Participant's Employment. If at such time the Participant is credited with two (2) years of service with the Company and if his or her total Account value is One Hundred Thousand Dollars ($100,000) or more, then the provisions set forth in Sections 7.1(c) through 7.1(e) below shall apply. Notwithstanding the foregoing, if the Participant is a Key Employee, then such Participant's distribution will be subject to the restrictions of Section 7.7.

If a Participant elects, with his or her Compensation deferral election, a time and form of distribution for that deferral election, and the Participant does not change that deferral election with respect to distribution upon Termination of Participant's Employment or Retirement for subsequent Plan Years, then the Participant shall be deemed to have elected for each subsequent Plan Years' deferrals the same time and form of distribution with respect to distribution upon Termination of Participant's Employment or Retirement that was in effect for deferrals made in the immediately preceding Plan Year. Notwithstanding the foregoing, a Participant must make an affirmative election for a Plan Year if the Participant intends to receive deferrals made for that Plan Year in the form of a Scheduled In-Service Withdrawal.

(b) Payment of Scheduled In-Service Withdrawals.

(i) If a Participant elects a Scheduled In-Service Withdrawal with respect to a Plan Year, then the Participant shall receive such amount in a lump sum paid in January of the year identified on the election form. The lump sum payment shall be the portion of the Participant's Account (as adjusted for gains and losses) attributable to Contributions in the Plan Year for which the election form or deemed election applies.

(ii) The scheduled distribution date must be two (2) years or more after the election date. A Participant may delay receipt of a Scheduled In-Service Withdrawal by filing a subsequent election pursuant to the requirements of Section 7.2(a).

(iii) A Participant may revoke a Scheduled In-Service Withdrawal election and instead elect a later distribution upon Termination of Participant's Employment or Retirement in accordance with Sections 7.1(c) and 7.1(d) below by filing an election pursuant to the requirements of Section 7.2(a).

(iv) Notwithstanding the foregoing, in the case of Termination of Participant's Employment for any reason prior to the payment of a Scheduled In-Service Withdrawal, then the provisions of this Plan with respect to payment upon Termination of Participant's Employment or Retirement shall override and take precedence over such Scheduled In-Service Withdrawal and payments from the Plan shall be made pursuant to Sections 7.1(c) or 7.1(d), as applicable.

(c) Payment Upon Termination of Participant's Employment for Any Reason Other Than Retirement, Death or Becoming Disabled. At the time the Participant makes the election described in Section 7.1(a), the Participant also must elect the form of distribution permitted under this Section 7.1(c) in which the Participant's benefits for Termination of Participant's Employment other than for Retirement, death or becoming Disabled shall be paid. If Termination of Participant's Employment is for any reason other than Retirement, death or becoming Disabled, then, subject to the minimum distribution requirements of Section 7.1 (a) above, and the provisions of Section 7.2 below and Section 409A of the Code, the following forms of payment are available to the Participant:

(i) a lump sum payable within ninety (90) days following Termination of Participant's Employment (or following a date not less than that required under Section 7.2 and Section 409A of the Code if a change in form or time of distribution is made pursuant to Section 7.2); or

(ii) substantially equal annual installments over a period of five (5) years beginning within ninety (90) days following Termination of Participant's Employment (or beginning within ninety (90) days following a date not less than that required under Section 7.2 and Section 409A of the Code if a change in form or time of distribution is made pursuant to Section 7.2).

Notwithstanding the foregoing, any distribution to a Key Employee pursuant to this Section 7.1(c) will be subject to the restrictions of Section 7.7.

(d) Payment Upon Termination of Participant's Employment as a Result of Retirement or Becoming Disabled. At the time the Participant makes the election described in Section 7.1(a), the Participant also must elect the form of distribution specified in this Section 7.1(d) in which the Participant's benefits upon Retirement or upon becoming Disabled shall be paid.

(i) In the case of Termination of Participant's Employment as a result of Retirement or becoming Disabled, the Participant's Distributable Amount shall be paid to the

Participant, at the Participant's election, and subject to the requirements of Section 7.1(d)(ii) below in the form of:

(1) a cash lump sum payable within ninety (90) days following (A) the date of Retirement (or following a date not less than that required under Section 7.2 and Section 409A of the Code if a change in form or time of distribution is made pursuant to Section 7.2) or (B) becoming Disabled; or

(2) substantially equal annual installments over five (5), ten (10) or fifteen (15) years beginning within ninety (90) days following (A) the date of Retirement (or following a date not less than that required under Section 7.2 and Section 409A of the Code if a change in form or time of distribution is made pursuant to Section 7.2) or (B) becoming Disabled.

Notwithstanding the foregoing, any distribution to a Key Employee pursuant to this Section 7.1(d)(i) will be subject to the restrictions of Section 7.7.

(ii) If Termination of Participant's Employment is as a result of Retirement or the Participant becoming Disabled, and if the Participant has elected annual installments, then at the time distribution is to commence the Committee shall aggregate the distribution amounts that the Participant has elected to be paid in annual installments.

(1) If the total distributable amount of such elections equals or exceeds One Hundred Thousand Dollars ($100,000), then such amount shall be paid to the Participant in the annual installments elected by the Participant beginning within ninety (90) days following (A) the date of Retirement (or following a date not less than that required under Section 7.2 and Section 409A of the Code if a change in form or time of distribution is made pursuant to Section 7.2) or (B) becoming Disabled. If the total distributable amount of such elections is less than One Hundred Thousand Dollars ($100,000), then such amount will, subject to paragraph (2) below, be paid to the Participant in five (5) annual installments beginning within ninety (90) days following (A) the date of Retirement (or following a date not less than that required under Section 7.2 and Section 409A of the Code if a change in form or time of distribution is made pursuant to Section 7.2) or (B) becoming Disabled.

(2) If the total of such amounts is less than Fifty Thousand Dollars ($50,000), then such amount will be paid to the Participant in a cash lump sum payable within ninety (90) days following (A) the date of Retirement (or following a date not less than that required under Section 7.2 and Section 409A of the Code if a change in form or time of distribution is made pursuant to Section 7.2) or (B) becoming Disabled.

Notwithstanding the foregoing, any distribution to a Key Employee pursuant to this Section 7.1(d)(ii) will be subject to the restrictions of Section 7.7.

7.2 Changes in Form or Time of Distribution.

(a) Changes to Scheduled In-Service Withdrawals may be made only as set forth in this Section 7.2(a). A change in the time of a Scheduled In-Service Withdrawal shall be given effect only if the election to change the distribution date (i) does not take effect until at

least twelve (12) months after the date on which the election change form is filed with the third party administrator, (ii) the payment with respect to which such change in election is made is deferred for a period of not less than five (5) years after the date such payment would otherwise have been made, and (iii) the election change must be made at least twelve (12) months prior to the date that such Scheduled In-Service Withdrawal would otherwise have been made.

(b) A Participant entitled to payment as a result of Termination of Participant's Employment or Retirement may change his or her form of distribution from a lump sum to an installment form or from an installment form to another installment form with a longer period of payment in accordance with the rules of this Section 7.2(b). A change in the form of distribution shall be given effect only if the election to change the form of distribution (i) does not take effect until at least twelve (12) months after the date on which the election change form is filed with the third party administrator, and (ii) the first payment with respect to such change in election is made is deferred for a period of not less than five (5) years after the date such payment would otherwise have been made.

(c) Except as otherwise provided by the Committee, all distributions to a single Participant pursuant to a single distribution election shall be treated as a single payment. For the avoidance of doubt, the provisions of this Section 7.2(c) are intended to provide that installment payments are not to be treated as separate payments as permitted by Treas. Reg. Section 1.409A-2 (b)(2)(iii).

7.3 Default Provisions If No Election of Form of Distribution. If, at the time of Termination of Participant's Employment, for reasons other than death, the Participant has made no election as to the form of distribution of his or her Account, or if a distribution election is incomplete or inapplicable, then the Participant's Distributable Amount shall be distributed as follows:

(a) If Termination of Participant's Employment is a result of Retirement or becoming Disabled, and the Participant's Distributable Amount is less than Fifty Thousand Dollars ($50,000), then the Participant's Distributable Amount will be paid to the Participant in a cash lump sum payable within ninety (90) days following (A) the date of Retirement or (B) becoming Disabled;

(b) If Termination of Participant's Employment is a result of Retirement or becoming Disabled, and the Participant's Distributable Amount equals or exceeds Fifty Thousand Dollars ($50,000), then the Participant's Distributable Amount will be paid to the Participant in five (5) annual installments beginning within ninety (90) days following (A) the date of Retirement or (B) becoming Disabled; or

(c) If Termination of Participant's Employment is for reasons other than Retirement or becoming Disabled then, regardless of the value of the Participant's Distributable Amount at the time of Termination of Participant's Employment, the Participant's Distributable Amount will be paid to the Participant in a cash lump sum payable within ninety (90) days following Termination of Participant's Employment.

Notwithstanding the foregoing, any distribution to a Key Employee pursuant to this Section 7.3 will be subject to the restrictions of Section 7.7.

7.4 Death Benefits.

(a) In the case of a Participant who dies prior to Termination of Participant's Employment, that portion of the death benefit of any Death Benefit Policy as defined below which is equal to the lesser of (i) the actual Death Benefit Policy death benefit or (ii) two and one-half (2.5) times the Participant's Base Pay (for Participants who are not paid on a commission basis) or Target Compensation (for Participants who are paid on a commission basis) at the time the Participant dies, shall be paid to the Participant's beneficiary under the Death Benefit Policy by the insurance company that issued the Death Benefit Policy. Any such Death Benefit Policy shall be subject to the conditions set forth in a "Split-Dollar Life Insurance Agreement" between the Participant and the Trustee, pursuant to which the Participant may designate a beneficiary (subject to Section 7.4(c) below) with respect to the portion of the Death Benefit Policy proceeds described in the preceding sentence in the event the Participant dies prior to Termination of Participant's Employment. Subject to Section 7.4(c) below, the Participant shall have the right to designate and change such beneficiary (which need not be his or her Beneficiary as determined under Section 1.3) on a form provided by and filed with the insurance company, and the life insurance proceeds designated in this Section 7.4(a) shall be paid to such beneficiary. A "Death Benefit Policy" is a life insurance policy that was purchased by the Company pursuant to Article 2 to insure the life of the Participant and that was designated by the Committee, in its sole discretion, at the time the Participant completed the life insurance application as entitling the Participant to a potential death benefit pursuant to this Section 7.4.

(b) The benefit payable pursuant to Section 7.4(a) shall be paid only if a Death Benefit Policy has been issued on the Participant's life and is in full force at the time of the Participant's death and any such payment shall be subject to all conditions and exceptions set forth in the Death Benefit Policy. A Participant who is entitled to a death benefit pursuant to this Section shall not be entitled to any other Company-paid group term life insurance benefits from the Company under the Plan or any other Death Benefit Policy provided by the Company. Notwithstanding any provision of the Plan or any other document to the contrary, the Company shall not have any obligation to pay the Participant or his or her Beneficiary any amounts described in Section 7.4(a); any such amounts shall be payable solely from the proceeds of the Death Benefit Policy, and if no Death Benefit Policy is in force, no such payment shall be made.

(c) As of the beginning of each Plan Year, the Committee shall review the existing Policies, and if a Participant or Eligible Employee has not elected to make deferrals to the Plan and does not have an Account balance under the Plan, then the Participant shall not be entitled to name a Beneficiary for that Plan Year for any Death Benefit Policy insuring his or her life. Furthermore, the Company is not obligated to maintain any Death Benefit Policy; and no death benefit shall be payable hereunder if the Company has been notified by the Committee to discontinue the Death Benefit Policy for the Participant. In addition, no Death Benefit Policy shall be allocated to any Account.

(d) Notwithstanding any payment election to the contrary, following the death of a Participant, any balance remaining in the Participant's Account shall be paid to his or her

Beneficiary or Beneficiaries in a lump sum within ninety (90) days of the date the Committee is notified of the Participant's death.

7.5 Unforeseeable Emergency.

(a) If a Participant incurs an Unforeseeable Emergency, the Committee may, in its sole and absolute discretion and at any time, accelerate the date of distribution of a Participant's Account or permit a Participant to suspend his or her Contributions for the remainder of the Plan Year. Notwithstanding the foregoing, the suspensions of deferrals described in this Section 7.5(a) shall be in compliance with the provisions of Section 3.2.

(b) "Unforeseeable Emergency" shall mean an unanticipated emergency that is caused by an event beyond the control of the Participant that would result in severe financial hardship to the Participant not covered by insurance, liquidation of other assets (to the extent the liquidation itself will not cause severe financial hardship) or cessation of deferrals under this Plan, resulting from (i) a sudden and unexpected illness or accident of the Participant or a dependent (as defined in Section 152 of the Code, without regard to subsections (b)(1), (b)(2), and (d)(1)(B) of Section 152 of the Code), (ii) a loss of the Participant's property due to casualty, or (iii) such other extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, all as determined in the sole discretion of the Committee.

(c) Distribution pursuant to this Section of less than the Participant's entire interest in the Plan shall be made pro rata from his or her investment Fund subaccounts according to the balances in such subaccounts. Subject to the foregoing, payment of any amount with respect to which a Participant has filed a request under this Section shall be made as soon as practicable after approval of such request by the Committee.

(d) The amount that may be distributed to a Participant pursuant to this Section 7.5 as the result of the Participant experiencing an Unforeseeable Emergency shall be the lesser of (i) the Participant's Distributable Amount or (ii) the amount necessary to meet such Unforeseeable Emergency, including amounts necessary to pay taxes on the distributed amount.

7.6 Inability To Locate A Participant. It is the responsibility of a Participant to apprise the Committee of any change in his or her address. In the event that the Committee is unable to locate a Participant or Beneficiary for two (2) years, the Participant's Account shall be forfeited and amounts returned to the Company unless otherwise required by applicable law.

7.7 Key Employee Special Distribution Rule. Notwithstanding any provision of this Plan to the contrary, distributions to a Key Employee as a result of Termination of Participant's Employment or Retirement, whether the distribution is made in the form of a lump sum or installments, shall not be made or the payments may not commence before the date that is six (6) months following the date of Termination of Participant's Employment or Retirement, or, if earlier, the date of death of the Key Employee. For the avoidance of doubt, this Section 7.7 shall not override the timing of distributions that are not as a result of Termination of Participant's Employment or Retirement (e.g., distributions pursuant to Section 7.8(e) or Section 9.5) even if such distributions would commence within six (6) months following the Termination of Participant's Employment or Retirement.

7.8 Special Acceleration of Distribution Rules. Distributions under the Plan may be accelerated only upon the occurrence of an event specified in this Section 7.8.

(a) A payment may be accelerated if such payment is made to an alternate payee to the extent necessary to fulfill a domestic relations order as defined in Section 414(p)(1)(B) of the Code.

(b) A payment may be accelerated as may be necessary to comply with a certificate of divestiture as defined in Section 1043(b)(2) of the Code.

(c) With respect to all deferrals under the Plan, a payment may be accelerated in the event of a de minimis amount if

(i) the payment accompanies the termination of the entirety of the Participant's interest in the Plan;

(ii) the payment is made on of before the later of

(1) December 31 of the calendar year in which occurs the Termination of Participant's Employment, or

(2) the date two and one half (2½) months after the date of Termination of Participant's Employment;

(iii) the amount of the payment is not greater than the amount then permitted under Sections 402(g)(1)(B) and 409A of the Code; and

(iv) the amount is paid in a lump sum.

(d) A payment may be accelerated to the extent required to pay the Federal Insurance Contributions Act tax imposed under Sections 3101 and 3121(v)(2) of the Code with respect to compensation deferred under the Plan (the "FICA Amount"). Additionally, a payment may be accelerated to pay the income tax on wages imposed under Section 3401 of the Code on the FICA Amount and to pay the additional income tax at source on wages attributable to the pyramiding Section 3401 wages and taxes. The total payment under this Section 7.8(d) may not exceed the aggregate of the FICA Amount and the income tax withholding related to the FICA Amount.

(e) Notwithstanding any other provision of this Plan other than Section 9.5 of the Plan, the Participant may elect that upon a Change in Control, his or her Account under the Plan shall be paid or retained as follows:

(i) Paid no later than sixty (60) days following the Change in Control in the form of a lump sum payment of the Participant's Account; or

(ii) Retained in the Plan and administered and distributed in accordance with the terms of the Plan as in effect from time to time following the Change in Control.

The Change in Control distribution election provided in this Section 7.8(e) must be made in writing by the Participant at the time the Participant files the applicable deferral of Compensation election form with the Company as provided in Section 7.1(a).

ARTICLE 8

ADMINISTRATION

8.1 Committee. The composition of the Committee, including the number of Committee members and the manner of adding or removing members of the Committee, shall be determined by procedures adopted by the Committee.

8.2 Committee Action. The Committee shall act pursuant to procedures adopted by the Committee. A member of the Committee shall not vote or act upon any matter which relates solely to himself or herself as a Participant. The Chairperson of the Committee, the Secretary of the Committee or any other member or members of the Committee designated by the Chairperson may execute any certificate or other written direction on behalf of the Committee.

8.3 Powers and Duties of the Committee.

(a) The Committee, on behalf of the Participants and their Beneficiaries, shall enforce the Plan in accordance with its terms, shall be charged with the general administration of the Plan and shall have all powers necessary to accomplish its purposes, including, but not by way of limitation, the following:

(i) To select the investments to determine the Fund Return in accordance with ARTICLE IV hereof;

(ii) To construe and interpret the terms and provisions of the Plan;

(iii) To amend, modify, suspend or terminate the Plan in accordance with Section 9.5;

(iv) To compute and certify to the amount and kind of benefits payable to Participants and their Beneficiaries and to direct the distribution of Plan benefits;

(v) To maintain all records that may be necessary for the administration of the Plan;

(vi) To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by law;

(vii) To make and publish such rules for the regulation of the Plan and procedures for the administration of the Plan as are not inconsistent with the terms hereof, including, without limitation, requiring, if so determined by the Committee, Participants to make elections and designations by electronic or other means;

(viii) To appoint a Plan administrator or any other agent, and to delegate to them such powers and duties in connection with the administration of the Plan as the Committee may from time to time prescribe; and

(ix) To make any changes that may be necessary to operate and administer the Plan in compliance with Section 409A of the Code, including, without limitation, rejecting or reversing a deferral election or implementing the provisions of Section 9.12.

8.4 Construction and Interpretation. The Committee shall have full discretion to construe and interpret the terms and provisions of the Plan, which interpretation or construction, subject to Section 9.4, shall be final and binding on all parties, including but not limited to the Company and any Participant or Beneficiary. The Committee shall administer such terms and provisions in accordance with any and all laws applicable to the Plan, including, without limitation, Section 409A of the Code.

8.5 Information. To enable the Committee to perform its functions, the Company shall supply full and timely information to the Committee on all matters relating to the Compensation of all Participants, their deaths or other causes of termination, and such other pertinent facts as the Committee may reasonably require.

8.6 Compensation, Expenses and Indemnity.

(a) The members of the Committee shall serve without compensation for their services hereunder.

(b) The Committee is authorized at the expense of the Company to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. The Company shall pay expenses and fees in connection with the administration of the Plan. For the avoidance of doubt, the obligation of the Company to pay expenses and fees in connection with the administration of the Plan shall not supersede the allocation of expenses and fees to a Participant's Account pursuant to Section 5.1(c).

(c) The Company indemnifies and holds harmless, to the extent permitted by law, each member of the Committee and any employee, officer or director of the Company, from and against any and all direct and indirect liabilities, demands, claims, losses, taxes, costs and expenses, including (without limitation) reasonable attorney's fees, arising out of, relating to, or resulting from any action, inaction or conduct in their official capacity in the oversight and administration of the Plan or in his or her defense; provided, however, that (i) any such person shall not be indemnified and held harmless if his or her actions, inactions or conduct arise out of, relate to, or result from his or her gross negligence, bad faith or willful misconduct, or otherwise are in willful violation of the law, including (without limitation) a breach of fiduciary duty under ERISA; and (ii) such individual shall promptly notify the Company of any litigation involving the Plan, shall cooperate in the defense of any such lawsuit, and shall give the Company sole and exclusive authority to act on his or her behalf in the event of any such litigation or other claim or demand arising out of, relating to, or resulting from his or her action, inaction or conduct in his or her official capacity with respect to the Plan. The Company may purchase insurance to satisfy its obligation under this Section.

8.7 Quarterly Statements. Under procedures established by the Committee, a Participant shall receive a statement with respect to such Participant's Account on a quarterly basis.

ARTICLE 9

MISCELLANEOUS

9.1 Unsecured General Creditor. Participants and their Beneficiaries, heirs, successors, and assigns shall have no legal or equitable rights, claims, or interests in any specific property or assets of the Company. No assets of the Company shall be held in any way as collateral security for the fulfillment of the obligations of the Company under the Plan. Any and all of the Company's assets shall be, and remain, the general unpledged, unrestricted assets of the Company. The Company's obligation under the Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future, and the rights of the Participants and Beneficiaries shall be no greater than those of unsecured general creditors.

9.2 Restriction Against Assignment. The Company shall pay all amounts payable hereunder only to the person or persons designated by the Plan and not to any other person or corporation. No part of a Participant's Account shall be liable for the debts, contracts, or engagements of any Participant, his or her Beneficiary, or successors in interest, nor shall a Participant's Account be subject to execution by levy, attachment, or garnishment or by any other legal or equitable proceeding, nor shall any such person have any right to alienate, anticipate, commute, pledge, encumber, or assign any benefits or payments hereunder in any manner whatsoever. If any Participant, Beneficiary or successor in interest is adjudicated bankrupt or purports to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any distribution or payment from the Plan, voluntarily or involuntarily, the Committee, in its discretion, may cancel such distribution or payment (or any part thereof) to or for the benefit of such Participant, Beneficiary or successor in interest in such manner as the Committee shall direct. Notwithstanding the foregoing, amounts may be distributed in accordance with Section 7.8(a) to fulfill a "domestic relations order" (as defined in Section 414(p)(1)(B) of the Code).

9.3 Withholding. There shall be deducted from each payment made under the Plan all taxes that are required to be withheld by the Company in respect to such payment. The Company shall have the right to reduce any payment by the amount of cash sufficient to provide the amount of said taxes. Except as provided in Section 3.1, in the event no payment is being made under the Plan at the time that withholding of taxes is required (or at such time as it is determined that withholding of taxes was required), the Company may reduce the Participant's Account by the amount of such withholding.

9.4 Disputes.

(a) The Committee shall administer the Plan. The Committee (either directly or through its designee) shall have the power and authority to interpret, construe, and administer the Plan.

(b) Neither the Committee, its designee nor its advisors, shall be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Plan.

(c) The Committee shall determine each Participant's and Beneficiary's right to payments under the Plan. If a Participant or Beneficiary disagrees with the Committee's determination, he or she may make a written claim for payments inconsistent with that determination. Any such claim shall be filed with the Committee at the principal executive offices of the Company. The Committee shall review the claim and notify the claimant of its decision in writing within sixty (60) days after the claim is received. If the Committee denies the claim, in whole or in part, the notice shall specify the reasons for denial, references to the Plan provisions upon which denial is based, any additional information or material necessary to perfect the claim, and procedures for further review of the claim. Within sixty (60) days after receipt of the notice of denial, the claimant may file a written appeal of the denial of the claim, identifying the grounds, facts and any other matter upon which the appeal is based. The Committee shall give the claimant a final decision within sixty (60) days after receipt of the request for review. If the Committee affirms the denial of the claim in whole or in part, it shall specify in writing the reasons for the affirmance, with specific references to the Plan provisions upon which the affirmance is based.

(d) If the Committee has affirmed the denial of a claim pursuant to the procedure described in Section 9.4 (c) above, the Participant or his or her Beneficiary may, if he or she desires, submit any denied claim for payment under the Plan to arbitration. This right to select arbitration shall be solely that of the Participant or his or her Beneficiary and the Participant or his or her Beneficiary may decide whether or not to arbitrate in his or her discretion. The "right to select arbitration" is not mandatory on the Participant or his or her Beneficiary and the Participant or his or her Beneficiary may choose in lieu thereof to bring an action in an appropriate civil court. Once an arbitration is commenced, however, it may not be discontinued without the mutual consent of both parties to the arbitration. During the lifetime of the Participant, only he or she can use the arbitration procedure set forth in this Section.

(e) Any claim for arbitration may be submitted as follows: if the Participant or his or her Beneficiary disagrees with the Committee regarding the interpretation of the Plan and the claim is finally denied by the Committee in whole or in part, such claim may be filed in writing with an arbitrator of the Participant's or Beneficiary's choice who is selected by the method described in the next four sentences. The first step of the selection shall consist of the Participant or his or her Beneficiary submitting a list of five (5) potential arbitrators to the Committee. Each of the five arbitrators must be either (1) a member of the National Academy of Arbitrators located in the State of California or (2) a retired California Superior Court or Appellate Court judge. Within one week after receipt of the list, the Committee shall select one of the five (5) arbitrators as the arbitrator for the dispute in question. If the Committee fails to select an arbitrator in a timely manner, the Participant or his or her Beneficiary shall then designate one of the five (5) arbitrators as the arbitrator for the dispute in question.

(f) The arbitration hearing shall be held within seven (7) days (or as soon thereafter as possible) after selection of the arbitrator. No continuance of said hearing shall be allowed without the mutual consent of the Participant or his or her Beneficiary and the

Committee. Absence from or nonparticipation at the hearing by either party shall not prevent the issuance of an award. Hearing procedures that will expedite the hearing may be ordered at the arbitrator's discretion, and the arbitrator may close the hearing in his or her sole discretion when he or she decides he or she has heard sufficient evidence to satisfy issuance of an award.

(g) The arbitrator's award shall be rendered as expeditiously as possible and in no event later than one (1) week after the close of the hearing. In the event the arbitrator finds that the Company has breached the Plan, he or she shall order the Company to immediately take the necessary steps to remedy the breach. The award of the arbitrator shall be final and binding upon the parties. The arbitrator's award may be enforced in any appropriate court as soon as possible after its rendition. If an action is brought to confirm the arbitrator's award, both the Company and the Participant agree that no appeal shall be taken by either party from any decision rendered in such action.

(h) Solely for purposes of determining the allocation of the costs described in this Section, the Committee will be considered the prevailing party in a dispute if the arbitrator determines (1) that the Company has not breached the Plan and (2) the claim by the Participant or his or her Beneficiary was not made in good faith. Otherwise, the Participant or his or her Beneficiary will be considered the prevailing party. In the event that the Company is the prevailing party, the fee of the arbitrator and all necessary expenses of the hearing (excluding any attorneys' fees incurred by the Company) including stenographic reporter, if employed, shall be paid by the other party. In the event that the Participant or his or her Beneficiary is the prevailing party, the fee of the arbitrator and all necessary expenses of the hearing (including all attorneys' fees incurred by the Participant or his or her Beneficiary in pursuing his or her claim), including the fees of a stenographic reporter, if employed, shall be paid by the Company.

9.5 Amendment, Modification, Suspension or Termination. The Committee may amend, modify, suspend or terminate the Plan in whole or in part, except that no amendment, modification, suspension or termination shall have any retroactive effect to reduce any amounts credited to a Participant's Account other than pursuant to a distribution to such Participant. Notwithstanding the foregoing, if (i) there is a Change in Control, (ii) lump sum distributions of all remaining Account balances can be made within the twelve (12) months following the Change in Control, and (iii) the successor employer, by resolution of its board of directors, within twelve (12) months following the Change in Control, elects to terminate the Plan, then the Account balances, or remaining Account balances, of each Participant, whether such Participant is receiving installment payments or not, shall be paid to the Participant in a single lump sum payment. Such lump sum payment shall be made no later than sixty (60) days following the adoption of the resolutions of the board of directors of the successor employer to terminate the Plan and within twelve (12) months following the Change in Control.

9.6 Governing Law. The Plan shall be construed, governed and administered in all respects in accordance with ERISA, the Code and other pertinent Federal laws and, to the extent not preempted by ERISA, in accordance with the laws of the State of California (irrespective of the choice of law principles of the State of California as to all matters).

9.7 Receipt or Release. Any payment to a Participant or the Participant's Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full

satisfaction of all claims against the Committee and the Company. The Committee may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt and release to such effect.

9.8 Payments on Behalf of Incapacitated Persons. In the event that any amount becomes payable under the Plan to a person who, in the sole judgment of the Committee, is considered by reason of physical or mental condition to be unable to give a valid receipt therefore, the Committee may direct that such payment be made to any person found by the Committee, in its sole judgment, to have assumed the care of such person. Any payment made pursuant to such determination shall constitute a full release and discharge of the Committee and the Company.

9.9 No Employment Rights. Participation in the Plan shall not confer upon any person any right to be employed by the Company or any other right not expressly provided hereunder.

9.10 Department of Labor Determination. In the event that any Participant is found to be not a member of a select group of management or highly compensated employees or is ineligible to participate in the Plan, according to a determination made by the Department of Labor or the Committee, the Committee shall take whatever steps it deems necessary, in its sole discretion, to exclude the Participant from participation in the Plan while equitably protecting the affected Participant's existing Account balance.

9.11 Headings, etc. Not Part of Agreement. Headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

9.12 Compliance with Section 409A of the Code. This Plan is intended to comply with the requirements of Section 409A of the Code and regulations and other guidance thereunder such that no amount deferred under the Plan shall be subject to an additional tax as provided in Section 409A(a)(1)(b) of the Code. To the extent one or more provisions of this Plan do not so comply (a "Non-complying Provision") with Section 409A of the Code and an amendment to such provision would result in the provision ceasing to be a Non-complying Provision, notwithstanding any such provision of the Plan to the contrary, the Non-complying Provision shall be automatically amended to the minimum extent necessary consistent with preserving the economic effect of the Non-complying Provision so that such provision ceases to be a Non-complying Provision. In the event of any such automatic amendment of the Plan, the Plan document shall be amended as soon as administratively feasible to reflect such amendment.

9.13 Electronic or Other Forms. Unless otherwise provided by the Committee, any reference herein to a form, election, designation, application, notice, statement or similar term shall include any electronic process or procedure adopted or required by the Committee.

[INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this document to be executed by its duly authorized officer.

SYNOPSYS, INC.

By: /s/ Erika Varga
Erika Varga, Assistant Secretary

EXHIBIT 31.1

CERTIFICATION

I, Aart J. de Geus, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Synopsys, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 9, 2009

/s/ Aart J. de Geus

Aart J. de Geus
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Brian M. Beattie, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Synopsys, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 9, 2009

/s/ Brian M. Beattie
Brian M. Beattie
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Section 1350, Chapter 63 of Title 18 of the United States Code (18 U.S.C-§1350), each of Aart J. de Geus, Chief Executive Officer of Synopsys, Inc., a Delaware corporation (the "Company"), and Brian M. Beattie, Chief Financial Officer of the Company, does hereby certify, to such officer's knowledge that:

The Quarterly Report on Form 10-Q for the fiscal quarter ended January 31, 2009 (the "Form 10-Q") to which this Certification is attached as Exhibit 32.1 fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act. The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned have set their hands hereto as of the 9th day of March, 2009

/s/ Aart J. de Geus
Aart J. de Geus
Chief Executive Officer

/s/ Brian M. Beattie
Brian M. Beattie
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (Section 1350, Chapter 63 of Title 18, United States Code) and is not deemed filed with the Securities and Exchange Commission as part of the Form 10-Q or as a separate disclosure document and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.