

SERVICES AGREEMENT

Version 2017.2

SERVICES AGREEMENT VERSION 2017.2 (AMERICAS_AFRICA)

IMPORTANT INFORMATION – READ CAREFULLY

UNLESS YOU (THE “CUSTOMER”) HAVE OBTAINED PERMISSION TO USE THE SERVICES UNDER A SEPARATE, DULY SIGNED AGREEMENT OR AN EVALUATION AGREEMENT WITH SYNOPSIS OR AN AUTHORIZED DISTRIBUTOR, THE ACCOMPANYING SERVICES ARE PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE THE SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT (THE “MSA”).

DEPENDING ON WHICH COUNTRY YOU TRANSACT BUSINESS WITH SYNOPSIS FROM, OTHER VERSIONS OF THIS MSA MAY BE APPLICABLE. FOR PRODUCTS USED OR SERVICES PROVIDED IN A COUNTRY IN THE AMERICAS OR AFRICA, THE MOST CURRENT VERSION IDENTIFIED FOR “*AMERICAS_AFRICA*” SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN TAIWAN, THE MOST CURRENT VERSION IDENTIFIED FOR “*TAIWAN*” SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN HUNGARY, AUSTRALIA, BELARUS, BULGARIA, ISRAEL, POLAND, THE REPUBLIC OF KOREA, ROMANIA, RUSSIA, UKRAINE OR VIETNAM, THE MOST CURRENT VERSION IDENTIFIED FOR “*GLOBAL KFT*” SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN JAPAN, THE MOST CURRENT VERSION IDENTIFIED FOR “*JAPAN*” SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN ANY COUNTRY OTHER THAN THOSE IDENTIFIED ABOVE, THE MOST CURRENT VERSION IDENTIFIED FOR “*GLOBAL SIL*” SHALL APPLY. PLEASE REFER TO SECTION 17.00 BELOW FOR MORE INFORMATION.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS AND YOU DO NOT HAVE A SEPARATE SERVICES AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT USE THE SERVICES.

TERMS AND CONDITIONS

1. Statement(s) of Work.

1.1. Customer hereby engages Synopsys to provide the services (the “**Services**”) described in one or more statement(s) of work or purchasing agreements which refer to this MSA and are signed by both parties (each, a “**Statement of Work**”). The Services may include the delivery of products, including, without limitation, data, reports, test plans, documentation and software (collectively, “**Deliverables**”), as specified in each applicable Statement of Work. The Deliverables may include eLearning modules (including any scripts, quizzes, exercises, etc.), material provided as part of instructor-led training (including any student workbooks, slides, training labs and exercises, etc.), and course material (including training content, train-the-trainer content, etc.) (collectively, the “**Training Materials**”). Upon execution by both parties, the Statement of Work shall be attached hereto and incorporated herein (the “**Agreement**”).

1.2. If there is any conflict between the provisions of the Statement of Work and the provisions of MSA, the provisions of the Statement of Work shall control, with the exception of Section 17.9 of MSA, which shall control over any and all Statements of Work. No terms, conditions or other provisions associated with any purchase order or similar document issued by Customer (other than a Statement of Work executed by both parties under Section 1.1 of MSA) in connection with a request or authorization for Services or Deliverables shall be given any effect unless Synopsys expressly agrees to such terms, conditions or other provisions in writing.

2. **Changes in Services to be Provided.** Any modifications to the specifications or other requirements contained in the Agreement shall require the execution of a change order specifically referencing the Agreement to be amended (each a “**Change Order**”). Once executed, a Change Order shall be incorporated into and become part of the Agreement.

3. **Method of Performing Services.** Synopsys shall determine the method, details and means of performing the Services, subject to the standards set forth in the Agreement, including, but not limited to, the use of individual 1099 personnel. Should Synopsys determine that it requires the use of third party subcontractors to perform any of the Services hereunder, it shall obtain Customer’s approval in advance, provided that Synopsys shall remain primarily liable for all Services and Deliverables to be provided hereunder.

4. Term and Termination.

4.1. **Term.** This Agreement shall be effective upon execution by both parties of the Statement of Work and shall continue until (i) all Services and Deliverables to be provided hereunder have been provided and accepted by Customer, or (ii) this Agreement is terminated as provided hereunder, whichever is first to occur.

4.2. Termination for Default.

4.2.1. **Termination of Agreement for Default.** In the event that either party materially defaults in the performance of any of its duties or obligations hereunder and does not substantially cure such default within thirty (30) days after receipt of written notice from the non-defaulting party specifying the default, the non-defaulting party may, by written notice to the defaulting party, terminate this Agreement as of the date specified in such notice.

4.3. **Termination for Nonpayment.** Notwithstanding any other provision hereof, if Customer fails to pay any non-disputed amounts due to Synopsys within the time specified in Section 5,

Synopsys may immediately suspend work under the Agreement until payment is received. If Customer does not cure such default within thirty (30) days after the date Customer received the corresponding invoice, Synopsys may immediately terminate this Agreement upon written notice to Customer.

4.4. **Termination for Insolvency.** Notwithstanding any other provision hereof, in the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation, insolvency or the appointment of a receiver, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, the other party may immediately terminate this Agreement upon written notice to such party.

4.5. **Effect of Termination.** Upon termination of this Agreement for any reason, Customer shall pay Synopsys for all Services and Deliverables provided pursuant to all Statements of Work through the effective date of such termination. Upon termination of this Agreement for any reason, (a) Customer shall return to Synopsys all materials, software, hardware, documents and other tangible items which are not expressly designated in the Statement of Work as items to be retained by Customer, (b) Customer shall return to Synopsys any Deliverables and any other materials, software, hardware, documents and other tangible items for which Customer has not paid the applicable fee, and (c) the intellectual property rights of the parties with respect to the Services and Deliverables provided hereunder shall be as specified in Section 13, except as otherwise expressly provided in the Statement of Work.

4.6. **Survival.** Termination of this Agreement shall terminate each party's obligations under this Agreement, except that the provisions of Sections 5 (Payments to Synopsys), 6 (Confidentiality), 8 (Customer Representations and Warranties), 9 (Synopsys Representations and Warranties), 10 (Exclusion of Warranties), 11 (Limits of Liability), 12 (Indemnification), 13 (Intellectual Property Rights), 14 (Non-Solicitation), and 17 (General) shall survive such termination.

5. **Payments to Synopsys.**

5.1. **Fees.** For the Services performed hereunder, Customer shall pay to Synopsys the fees in the amount and manner set forth in the Statement of Work. All fees and all expenses incurred by Synopsys in the performance of the Services will be billed to Customer on a monthly basis or as set forth in the Statement of Work.

5.2. **Expenses.** Customer shall pay, or reimburse Synopsys for, all reasonable and customary out-of-pocket expenses, including, without limitation, expenses for travel (including local transportation), lodging, meals, telephone calls, shipping and duplicating, incurred by Synopsys in connection with the performance of Synopsys's obligations hereunder. Synopsys shall use commercially reasonable efforts to obtain Customer's prior approval for such expenses and shall bill such expenses to Customer at actual cost. Travel expenses incurred by Synopsys personnel on behalf of Customer shall be consistent with Synopsys's standard travel policies, or, if provided to Synopsys prior to the Effective Date, the Customer's standard travel policies.

5.3. Customer agrees that all fees quoted for Services and Deliverables under this Agreement are exclusive of any sales, use and other taxes (except franchise taxes and taxes based on the income of Synopsys) which may be required by the Customer's state, local or national tax authorities (collectively "Customer ***Taxes***"). Customer agrees that it is fully responsible for all

Customer Taxes. Customer agrees to cooperate with Synopsys in the determination of any Customer Taxes which are required to be collected and remitted by Synopsys at the time of invoicing. Customer Taxes may be dependent upon the location where the Services and Deliverables are delivered to Customer, where they are used by Customer, and how they are delivered to Customer. Customer agrees to indemnify and reimburse Synopsys for any Customer Taxes required to be paid by Synopsys to tax authorities, which were not previously collected from Customer.

5.4. **Time of Payment.** Any amounts due to Synopsys hereunder shall be due and payable within thirty (30) days after invoice date. If Customer fails to pay any amount due within such thirty (30) day period, late charges in the amount of 1½% per month shall be applied to the unpaid balance and shall be payable by Customer. In addition, failure by Customer to pay any amount due within such thirty (30) day period shall be deemed a material breach of this Agreement and shall give Synopsys the right to suspend performance of the Services and terminate this Agreement as provided in Section 4. If either party fails to perform its obligations hereunder, including the obligation to pay fees and expenses when due, such non-performing party shall pay, in addition to any amounts otherwise due, all reasonable expenses incurred by the other party to enforce its rights or the non-performing party's obligations hereunder. No failure by Synopsys to request any such payment or to demand any such performance shall be deemed a waiver by Synopsys of Customer's obligations hereunder or a waiver of Synopsys' right to terminate this Agreement as provided hereunder.

6. **Confidentiality.**

6.1. During the term of this Agreement, each party may disclose to the other party certain Confidential Information (defined in Section 6.2). The receiving party shall hold the disclosing party's Confidential Information in confidence and shall use its best efforts to protect it. The receiving party shall not disclose the disclosing party's Confidential Information to any person other than employees and independent contractors of the receiving party who need to know such Confidential Information in order to perform services for the receiving party and who are bound by a written confidentiality agreement with the receiving party that is no less protective of such Confidential Information as this Agreement. Upon request of the disclosing party, the receiving party will provide the disclosing party with reasonable evidence of such written confidentiality agreement. The receiving party shall use such Confidential Information for the sole purpose of performing its obligations hereunder. Upon termination of this Agreement, the receiving party shall either return to the disclosing party all of the disclosing party's Confidential Information in its possession (including all copies) or shall, at the disclosing party's direction, destroy the disclosing party's Confidential Information (including all copies) and an officer of the receiving party shall certify its destruction to the disclosing party.

6.2. For the purposes of this Agreement, "***Confidential Information***" means any information or know-how (in oral, written, digital or other form), including, without limitation, information relating to research, product plans, products, services, clients, markets, software, developments, inventions, processes, methodologies, designs, drawings, engineering, hardware configuration, marketing or finances, provided by one party to the other party, obtained by one party from the other party, or prepared by one party upon review of the other party's information or know-how. The Training Materials shall be Confidential Information of Synopsys. The receiving party shall require any of its employees and independent contractors who receive Confidential Information of the disclosing party to comply with the provisions of this Section 6 and shall be responsible for

any use or disclosure of the Confidential Information of the disclosing party by any such persons as though such use or disclosure were made by the receiving party.

6.3. Notwithstanding Section 6.2, the term “**Confidential Information**” shall not include any information which (a) is publicly known at the time of disclosure or enters the public domain following disclosure through no fault of the receiving party, (b) the receiving party can demonstrate was already in its possession prior to disclosure hereunder, or (c) is independently developed by the receiving party without reference to or use of the disclosing party’s Confidential Information.

6.4. The receiving party may disclose the disclosing party’s Confidential Information upon the order of any competent court or government agency, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order and provide the disclosing party with reasonable assistance to prevent or limit such disclosure.

6.5. Each party agrees that its obligations under this Section 6 are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of such obligations. Accordingly, each party agrees and acknowledges that any such breach or threatened breach will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the continued breach or threatened breach of the receiving party’s obligations under this Section 6, without the necessity of proving actual damages or posting a bond.

7. **Advertising; Proprietary Markings.**

7.1. Without the prior, express written consent of the other party signed by a duly authorized officer of the consenting party, neither party may (a) use in advertising, publicity, or otherwise the name(s), trade name(s), trademark(s), service mark(s), trade dress, or logos of the other party or its related entities; (b) refer to the existence of this Agreement or the Services or Deliverables in any press releases, advertising or other materials distributed to prospective Customers, partners or other third parties except as provided for in Section 13.3 below; or (c) promote or advertise its relationship with the other party.

7.2. In no event shall either party alter, remove, obscure, erase, deface or hide from view any copyright, trademark or other proprietary rights notice of the other party contained in or incorporated into any Deliverable or other product or document provided to such party hereunder.

8. **CUSTOMER Representations and Warranties.** Customer represents and warrants that (a) Customer has full power and authority to execute and deliver this Agreement and the Statement of Work issued pursuant to this Agreement and to consummate the transactions contemplated hereby, (b) Customer has full power and authority to request and authorize the performance of the Services contemplated in the Statement of Work, including, but not limited to, any penetration and/or security test(s) to the Customer’s or a third party’s live computer production systems, applications and/or environments (collectively, the “**Systems**”), (c) this Agreement has been duly and validly executed and delivered by Customer and constitutes the valid and binding agreement of Customer, enforceable against Customer in accordance with its terms, (d) Customer shall not request, direct, or cause any services to be performed on/in a live production environment without first identifying such in the Statement of Work, and (e) each of the Systems which Customer may request to be

tested or evaluated as part of the Services hereunder are fully protected and have a business resumption and contingency plan (“**Plan**”) which ensures the continued provision of the services provided and/or performed by the applicable System, and which protects all of the System’s programs and data files, including, but not limited to, the integrity and confidentiality of such program and data. At a minimum, each Plan must provide for Customer’s responsibility for backing up and otherwise protecting program and data files, protecting equipment, and maintaining disaster recovery and contingency plans, and except in the case of an intentional and malicious act by Synopsys, Customer agrees to hold Synopsys, its affiliates, and their directors, officers, employees, Customers and agents harmless from, for and against any and all costs, expenses, claims (third party or otherwise), demands, suit, losses, governmental fines and penalties and/or damages of every kind, nature and description (including reasonable attorneys’ fees) which are incurred by, claimed from, or otherwise asserted by or against Customer, arising out of, connected with, related to, caused by, or resulting from any failure of any such Plan. The Services are designed to accomplish the objectives identified in the Statement of Work. Customer acknowledges, however, that some Services are inherently dangerous and could cause significant effects or interruptions to the Systems which Customer is requesting SYNOPSIS to test and evaluate as part of the Services.

9. **Synopsys Representations and Warranties.** Synopsys represents and warrants that (a) Synopsys has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, (b) this Agreement has been duly and validly executed and delivered by Synopsys and constitutes the valid and binding Agreement of Synopsys, enforceable against Synopsys in accordance with its terms, (c) all Services to be provided hereunder shall be provided in a professional and workmanlike manner commensurate with standards in the industry for the type of services to be provided hereunder, and (d) to the knowledge of Synopsys, no Services shall infringe on the intellectual property rights of third parties.

10. **Exclusion of Warranties.** **OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SYNOPSIS DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SYNOPSIS MAKES NO WARRANTY OR GUARANTEE WITH RESPECT TO ANY THIRD-PARTY SERVICES OR PRODUCTS DELIVERED WITH OR EMBODIED IN THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER.**

11. **Limits of Liability.**

11.1. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OTHER THAN IN CONNECTION WITH A PARTY'S OBLIGATIONS UNDER SECTION 6 "CONFIDENTIALITY", OR IN INSTANCES OF A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR OTHER SIMILAR TYPE OF DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED UPON LOSS OF PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PERFORMANCE HEREOF, THE USE OF THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER, AND/OR**

SUCH PARTY'S ALLEGED BREACH OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY IS INFORMED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11.2. OTHER THAN IN CONNECTION WITH A PARTY'S OBLIGATIONS UNDER SECTION 6 "CONFIDENTIALITY" , OR IN INSTANCES OF A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR DIRECT DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PERFORMANCE HEREOF, THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER, AND/OR SUCH PARTY'S ALLEGED BREACH OF THIS AGREEMENT IN ANY AMOUNT OF MONEY WHICH SHALL EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SYNOPSYS UNDER THIS AGREEMENT.

11.3. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL TERMS OF THIS AGREEMENT, AND THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THEIR INCLUSION.

11.4. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

12. Indemnification.

12.1. Infringement Indemnification. In the event a third party brings an action against Customer alleging infringement of a United States patent or copyright based on Customer's use of the Services or Deliverables provided by Synopsys hereunder, Synopsys shall, at its own expense and in its sole discretion, settle the claim or defend Customer in such proceeding, and Synopsys will pay all settlements, costs, damages and legal fees and expenses finally awarded, provided that Customer shall promptly notify Synopsys in writing of the proceeding, provide Synopsys with a copy of all information received by Customer with respect to the proceeding, cooperate with Synopsys in defending or settling the proceeding, and allow Synopsys sole control of the defense and settlement of the proceeding, including the selection of attorneys. Customer may observe the proceeding at its own expense. Synopsys will not be responsible for any compromise made or expense incurred without its consent. If use of any of the Services or Deliverables is, or in Synopsys' reasonable opinion is likely to be, the subject of an action specified in this Section 12.1, Synopsys may, at its sole option and at no additional charge: (i) procure for Customer the right to continue using such Service or Deliverable; (ii) replace or modify such Services or Deliverables so that it is non-infringing and substantially equivalent in function to the original Service or Deliverable; or (iii) if options (i) and (ii) above are not accomplished despite Synopsys' reasonable efforts, terminate Customer's rights and Synopsys' obligations hereunder with respect to such Service or Deliverable and refund the unamortized portion of the license fees paid for such Service or Deliverable, based upon a straight-line depreciation over the term of the license commencing as of the date Customer received such Service or Deliverable.

12.2. Notwithstanding the terms of Section 12.1, Synopsys will have no liability for any infringement or misappropriation action or claim of any kind to the extent that it results from: (a) modifications to the Service or Deliverable made by a party other than Synopsys, if the infringement or misappropriation would not have occurred but for such modifications; (b) the combination, operation or use of the Services or Deliverable with equipment, devices, software, systems or data not supplied by Synopsys, if the infringement or misappropriation would not have occurred but for such combination, operation or use; (c) Customer's failure to use the updated or modified Service or Deliverable provided by Synopsys to avoid infringement or misappropriation; (d) Synopsys' compliance with any designs or specifications provided by Customer; and / or (e) Customer's use of the Service or Deliverable other than as authorized by this Agreement.

12.3. **Sole and Exclusive Remedy.** THE PROVISIONS OF THIS SECTION 12 SET FORTH SYNOPSIS' SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, SYNOPSIS AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

13. **Intellectual Property Rights.**

13.1. The parties acknowledge that, except with respect to Training Materials or as expressly agreed to in the Statement of Work, subject to the payment provisions hereof (a) Customer owns the intellectual property rights in any software, in object and source code formats, Synopsys creates specifically for incorporation into Customer's software or computer systems pursuant to this Agreement, and (b) Customer owns the copyright in any reports and other documents describing the results of the Services delivered by Synopsys to Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Section 13 or elsewhere herein, Synopsys owns the intellectual property rights in its testing code, in object and source code formats, and its testing methodologies, and its software risk management methodologies and practices and any improvements made thereto

13.2. The parties acknowledge that, except as expressly agreed in the Statement of Work, all right, title and interest in and to any Training Materials, whether created independently by Synopsys or pursuant to this Agreement shall vest in Synopsys.

13.3. Customer acknowledges that the reports and other documents described in Section 13.1(b) are designed to be used for the Customer's internal business purposes and not normally to be disclosed to any third party. In the event the Customer chooses to disclose the reports and other documents described in Section 13.1(b) to its end Customers, advisors or other third party, Customer acknowledges and agrees that no warranties, whether expressly set forth herein or otherwise implied, shall pass to or be construed to be for the benefit of any third such party, and Customer shall indemnify and hold Synopsys harmless from any claim, demand, cause of action, or liability arising from any such disclosure to a third party by Customer. Further, in no event shall Customer disclose any of the reports or other documents described in Section 13.1(b) to a competitor of Synopsys. Customer also acknowledges and agrees that its rights in any such reports and documents are subject to Synopsys's rights in any Synopsys intellectual property described or embodied in the reports and other documents described in Section 13.1(b). Customer hereby grants a non-sublicenseable, non-transferable, perpetual license to Synopsys to use such reports

and other documents solely for Synopsys internal business purposes and not for disclosure to any third party.

13.4. Notwithstanding any other provision of this Agreement, all right, title and interest in and to all testing tools and utilities; testing software and plans; strategies, processes and methodologies; models and historical data; Training Materials; and related materials and documentation owned or possessed by Synopsys prior to, or developed during the course of Synopsys's performance of, this Agreement shall vest in Synopsys regardless of the use of such material in any engagement or the inclusion of such material in any deliverables of any type.

13.5. Except as specified in this Section 13 or as expressly agreed in the Statement of Work, neither party shall license any rights in its intellectual property to the other party. Except as expressly agreed in the Statement of Work, a party granted a license pursuant to this Agreement shall not sublicense or transfer such license to any third party.

13.6. If this Agreement is terminated prior to the completion of any Services and Deliverables, Synopsys shall only be obliged to provide those portions of the Deliverables which have been paid for by the Customer pursuant to the payment provisions of Section 4 above, provided, however, that Synopsys disclaims all warranties express or implied, including, but not limited to those in Section 9 hereof, in connection with any incomplete Deliverables delivered hereunder. Further, if at the time of such termination Customer has not paid all undisputed fees due for any Services and Deliverables under the Agreement, Customer shall receive no right, title, interest or license in or to such Services and Deliverables.

14. **Non-Solicitation.** During the term of this Agreement and for one (1) year thereafter, neither party shall induce or attempt to induce, directly or indirectly, any employee or contractor of the other party introduced by sole virtue of this Agreement to leave the employ thereof other than by general solicitations, such as advertising, not specifically targeted at employees or contractors of the other party. For purposes of this Section 14, a "***party***" includes a party and any of its affiliates. Each party acknowledges that in the event that it breaches its obligations under this Section 14, the other party shall suffer irreparable harm for which no adequate remedy at law exists and shall be entitled to obtain injunctive relief against the continued breach of such obligations without the necessity of proving actual damages or posting a bond, in addition to any other remedies that may be available at law, in equity or otherwise.

15. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and deemed received by the party to whom it is addressed (a) immediately, if delivered personally or by facsimile with proof of successful transmission, (b) one (1) business day after dispatch by nationally recognized overnight courier, or (c) five (5) business days after dispatch by certified U.S. mail, postage prepaid and return receipt requested. All notices shall be sent to the other party at its address as set forth below or at such other address as such party shall have specified in a notice given in accordance with the provisions hereof.

16. **Force Majeure.** Other than a party's obligation to pay amounts due hereunder, neither party shall be liable to the other party for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

17. **General.**

17.1. **Residual Knowledge.** Nothing herein shall be construed to prevent either party from using general knowledge, skill and expertise acquired in the performance of this Agreement, not to include any Confidential Information of the other party, in any current or subsequent endeavor.

17.2. **Assignment.** Neither party shall assign or otherwise transfer its rights, duties or obligations hereunder to any other person, corporation or other entity without the express prior written approval of the other party, except to an (a) affiliate that is under common control or controlled by the assigning party; or (b) entity that (i) enters into a merger or consolidation agreement with, or purchases all or substantially all the assets of, the assigning or transferring party, and (ii) is not a direct competitor of the other party. In the event of an assignment to an affiliate, the assigning party shall remain primarily liable for any and all of the requirements and obligations (including, but not limited to, the obligation to make payments) under this Agreement. Any purported assignment or transfer that does not conform with the provisions hereof shall be void.

17.3. **Governing Law; Compliance with Laws.** This Agreement shall be governed by the laws of the State of California, without regard to any conflicts-of-law principle that would require or permit the application of the substantive law of any other jurisdiction. Sole and exclusive jurisdiction and venue over any action, suit or proceeding arising out of or relating to this Agreement in any manner shall lie in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Customer agrees to use the Services and Deliverables provided hereunder solely for the use identified in Agreement and applicable Statements of Work and only for proper business purposes in accordance with all applicable federal, state and local laws and regulations, including, without limitation, all laws and regulations respecting data privacy, international communications, foreign corrupt practices, the transfer of intellectual property and the export and import of data and software.

17.4. **Severability.** If any provision of this Agreement is or becomes illegal, unenforceable or invalid (in whole or in part, for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

17.5. **Headings.** The section titles and headings in this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction or limitation upon any provision of this Agreement.

17.6. **Entire Agreement.** No representations or statements of any kind made by either party that are not expressly stated herein or in any written amendment hereto shall be binding on such party. This Agreement and all Statements of Work appended hereto shall constitute the complete and exclusive statement of the agreement between the parties and shall supersede all prior or contemporaneous proposals, oral or written, and all other communications between the parties relating to the subject matter hereof.

17.7. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to the contrary.

17.8. **No Implied Waiver.** Neither party shall be deemed to have waived any term, condition or other provision hereof or to have consented to any breach hereof by the other party unless such

waiver or consent is in writing and executed by a duly authorized representative of such party. No consent by either party to, or waiver by either party of, a breach by the other party, shall constitute a consent to, waiver of or excuse for any different or subsequent breach.

17.9. **Non-Agency.** Nothing in this Agreement shall be construed to make the parties partners, joint venturers, representatives or agents of each other, and neither party shall represent to any third party that the parties have any such relationship. The parties hereunder are acting in performance of this Agreement as independent contractors engaged in the operation of their respective businesses. A party's employees, agents or representatives are not employees or agents of the other party and are not entitled to any benefits offered by the other party, including, without limitation, wages, stock options or profit sharing.

17.10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute a single agreement.

17.11. **Synopsys Entities.** Synopsys, Inc. and its wholly-owned subsidiaries, including, but not limited to, Synopsys International Limited, Synopsys International Limited Taiwan Branch, Synopsys Global Kft and Nihon Synopsys, G.K., have agreed to their respective rights and obligations regarding the distribution of the Licensed Products and Services and the performance of obligations related to the Licensed Products and Services. You acknowledge that: (a) Synopsys Inc. or any directly or indirectly wholly-owned subsidiary or branch of Synopsys, Inc. may treat a purchase order addressed to that entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which the Licensed Products or Services will be used; and (b) delivery will be completed by the Synopsys entity or branch with distribution rights for the geographic region in which the Licensed Products or Services will be used or service will be provided. For products used or services provided in a country in the Americas or Africa, the distributing Synopsys entity is Synopsys, Inc., based in California, USA. For products used or services provided in Taiwan, the distributing Synopsys entity is Synopsys International Limited Taiwan Branch, based in Taiwan. For products used or services provided in Hungary, Australia, Belarus, Bulgaria, Israel, Poland, the Republic of Korea, Romania, Russia, Ukraine or Vietnam, the distributing Synopsys entity is Synopsys Global Kft, based in Hungary. For products used or services provided in Japan, the distributing Synopsys entity is Nihon Synopsys G. K., based in Japan. For products used or services provided in any country other than those identified above, the distributing Synopsys entity is Synopsys International Limited, based in Ireland.