

HOSTING SERVICES ADDENDUM

1. DEFINITIONS.

1.1 **"Hosted Software"** means the software described in the applicable Purchasing Agreement that Synopsys will provision hosting services for on behalf of Customer under the terms of this Hosting Services Addendum.

1.2 **"Hosting Services"** means the services related to the Hosted Software described in this Hosting Services Addendum.

2. **Hosting Services Description.** During the term set forth in Section 3 below, Synopsys shall provision Hosting Services on behalf of Customer as follows:

Synopsys will be responsible for managing the set-up, configuration and hosting of the Hosted Software including, but not limited to, managing the installation of all revisions, new versions, and updates to the Hosted Software.

3. POST-TERMINATION HOSTING.

Synopsys will permit Customer to access the Hosted Software for a maximum of thirty (30) days post termination of the Agreement or the applicable Purchasing Agreement, as applicable, for the limited purpose of accessing and downloading any Customer data retained therein.

4. HOSTING SERVICES PERFORMANCE WARRANTY.

4.1 **Uptime.** Synopsys will (a) have at least 99.5% uptime ("**Service Availability**"), as measured monthly, excluding planned downtime and any time necessary to implement updates, upgrades or modification to the Hosted Software, and (b) not experience more than two (2) instances of unscheduled downtime of more than one (1) hour each in any rolling thirty (30) day period. Routine updates to the Hosted Software are scheduled once per month on a Sunday, typically between the hours of 4 am and 8 am (Eastern US time zone).

4.2 **Exclusions.** This Service Availability warranty shall not apply in the event of any interruption or failure of telecommunication or digital transmission links outside of Synopsys' network, Internet network congestion outside of Synopsys' network or other failures outside of Synopsys' network.

5. **Limitation of Liability. EXCEPT FOR THE EXPRESS SERVICE AVAILABILITY WARRANTY STATED IN SECTION 4, THIS HOSTING SERVICES ADDENDUM DOES NOT CREATE ANY OTHER REPRESENTATION OR WARRANTY RELATED TO THE AVAILABILITY, ACCESSIBILITY, OR USEABILITY OF THE HOSTED SOFTWARE. THE REMEDIES STATED IN THE AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SYNOPSYS' FAILURE TO MEET THE WARRANTIES SET FORTH HEREIN.**

6. **ENTIRE ADDENDUM.** The parties acknowledge that they have had previous discussions related to Synopsys' performance of the Hosting Services for Customer. This Addendum constitutes the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the Agreement or this Addendum.

END OF HOSTING SERVICES ADDENDUM