END-USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Thank you for doing business with Synopsys. We look forward to providing you with products and services that will help your company grow and succeed. This agreement covers the products and services you license (or purchase) from Synopsys, unless and until we enter into a new agreement that expressly replaces this one.

This agreement consists of this signature page, the attached Terms and Conditions including the below Attachment for DesignWare Fee-Per-Use Cores, and one or more Purchasing Agreements that you and Synopsys enter into from time to time, which contain (among other things) specific information regarding the products and services you may purchase from Synopsys under this agreement and the prices of those products and services.

The effective date of this agreement is _____ (notwithstanding the dates in the signature blocks below), or, if no date is specified above, the last date signed below.

We aim to have a business relationship that is straightforward, fair, and easy to administer. This agreement is designed to adhere to those principles. To that end, we present this agreement for your signature below.

CUSTOMER NAME: _____ Address: _____ _____	**SYNOPSYS, INC.** 690 East Middlefield Road Mountain View, California 94043
_____ Authorized Signature _____ Printed Name and Title _____ Date	_____ Authorized Signature _____ Printed Name and Title _____ Date

TERMS AND CONDITIONS

1. Products and Services

1.1. The Synopsys products and services that you may license or purchase under this agreement are identified in the Purchasing Agreements that you and Synopsys enter into from time to time under this agreement. These products and services may include (but are not limited to):

(a) **DesignWare**, which means any software products (including Implementation IP and Verification IP), other than DesignWare Fee-Per-Use Cores, marketed by Synopsys under the brand name "DesignWare".

(b) **Licensed Software**, which means a Synopsys software product other than DesignWare and DesignWare Fee-Per-Use Cores.

(c) **Maintenance Services**, which means the software maintenance and support services described in section 5.

(d) **Training Services**, which means education in the use of Synopsys software products through standard curriculum educational services courses.

1.2. The term "Licensed Products" means Licensed Software and DesignWare.

1.3. Additional terms and conditions (beyond those stated here and in any attached supplements) may apply to certain Licensed Products. When ordering these Licensed Products, you will be given an opportunity to review the additional terms and conditions that must be accepted for you to receive the Licensed Products. If the additional terms and conditions conflict in any way with the terms and conditions stated here, the additional terms and conditions will prevail.

2. Licenses

2.1. Your License Rights: When you purchase a license (other than an evaluation license) to a Licensed Product, upon its delivery you will have a nonexclusive right to:

(a) install the Licensed Product on one or more computers;

(b) install the License Key for the Licensed Product on the computer specifically identified in the License Key;

(c) allow your End Users to use the Licensed Product and Design Techniques, during the License Term, solely for the purpose of creating, modifying, and simulating your own Designs (in the case of DesignWare, this includes validating, testing, and simulating Designs, electronic circuits and devices);

(d) in the case of DesignWare, share Design Databases with a Licensed Design Partner only to allow the Licensed Design Partner to work cooperatively on your Design to the extent permitted by its own DesignWare license (but not sublicense or assign any of your rights in the DesignWare to such Licensed Design Partner);

(e) in the case of ARC Software Development Products, use this Licensed Product, during the License Term, solely for the purpose of creating, debugging, and profiling executable software source code for execution on a System-on-Chip with an embedded ARC microprocessor or on a model of such System-on-Chip;

(f) in the case of ARC MQX Products, until you discontinue the sale and distribution of the applicable ARC MQX

Licensee Products, use the ARC MQX Products to (i) customize the Board Support Package Features in the ARC MQX Product solely as necessary for use with your ARC MQX Licensee Product; (ii) create and support an ARC MQX Licensee Executable; (iii) if you have purchased a license to the "closed system license" version of an ARC MQX Product, then you may distribute, solely in or with an ARC MQX Licensee Product, an ARC MQX Licensee Executable that does not expose, directly or indirectly, any APIs of the ARC MQX Product; and (iv) if you have purchased a license to the "binary" version of an ARC MQX Product, then you may additionally distribute to ARC MQX End Customers only that portion of the Documentation necessary for ARC MQX End Customers to access the APIs, provided that such ARC MQX End Customers are obligated not to expose any of the APIs to their customers or any other third parties.

(g) make a reasonable number of copies of the Licensed Product solely for backup or archival purposes; and

(h) make a reasonable number of copies of the Documentation for the Licensed Product, and use the Documentation solely to support your use of the Licensed Product.

2.2. Implementation IP License: In addition, when you are granted a license to any Implementation IP, you will have a nonexclusive right to:

(a) integrate the Implementation IP into your Designs to create one or more Integrated Designs;

(b) make, use, and sell physical implementations (commonly referred to as semiconductor chips) of one or more of the Integrated Designs;

(c) distribute the Implementation IP in netlist or GDSII format as part of any of your Integrated Designs to any third party that provides foundry services to you, solely for the purpose of having that foundry make physical implementations of one or more of entire Integrated Designs of yours, as long as the third-party foundry is subject to confidentiality obligations regarding the Implementation IP that are no less restrictive than the confidentiality obligations in this agreement; and

(d) if you purchased from Synopsys the right to use certain Implementation IP in source code format, you may modify that Implementation IP in support of your development of Integrated Designs.

2.3. Node-Locked License. If you have obtained the Licensed Product under a node-locked license, then a "node" refers to a specific machine and the License Product may be installed only on the number of nodes indicated on the applicable Synopsys Purchasing Agreement, must be used only on the node(s) on which it is installed, and may be accessed only by users who are physically present at that node. Further, a node-locked license may only be used by one (1) user at a time running one (1) instance of the Licensed Product at a time.

2.4. Evaluation Licenses: If you obtain an evaluation license for a Licensed Product, you will have the same license rights as described above except that you may use the Licensed Product only for the purpose of evaluating it and deciding whether to purchase a license to use it for production purposes. You shall not use the Licensed Product to design any integrated circuits

for production or pre-production purposes or any other commercial use including, but not limited to, for the benefit of your customers. If you breach the forgoing restrictions, then you shall pay to Synopsys a license fee equal to Synopsys's perpetual list price plus maintenance for the commercial version of the Licensed Product. You agree that damages for such a breach would be difficult to assess, and such payment represents a reasonable assessment of the potential damage to Synopsys. You recognized and agree that this amount is a reasonable, liquidated amount and not a penalty. Also, evaluation copies of Licensed Products are provided "AS IS". Therefore the warranty and indemnification provisions in this agreement do not apply to evaluation licenses.

2.5. End Users: You may designate any of your employees whose primary work location is in the designated Use Area as End Users.

2.6. Use Area; Telecommuting Employees; Use Over a WAN: You must ensure that your End Users use the Licensed Product only when they are in the designated Use Area, except that any End User who is your employee, whose primary work location is in the designated Use Area, and whose primary residence is within 50 miles of the designated Use Area, may access the Licensed Product from his primary residence through a secure network that requires a secure ID card or other more protective security safeguards. If you have purchased the right to use a Licensed Product over your wide area network (commonly referred to as a "WAN"), then unless the Purchasing Agreement states otherwise, the Licensed Product may be used by your End Users who are located at any of your facilities worldwide (if you purchased the right to use over a global WAN) or at any of your facilities on the same continent on which your Key Server is located (if you purchased the right to use over a continental WAN). This section 2.6 does not apply to Licensed Products obtained under a node-locked license as referenced in section 2.3.

2.7. Key Servers; Hardware Relocation: You may not permanently relocate a Key Server outside of the designated Use Area without obtaining written approval from Synopsys. If a Key Server becomes inoperative due to malfunction, repair, or maintenance, you may request Synopsys's permission to set up and temporarily use a single back-up Key Server on another computer in the same Use Area until the original Key Server returns to service.

2.8. Conditions: Your right to use the Licensed Product is conditioned upon your timely payment of the full amount of Fees due for the Licensed Product and your compliance with the terms and conditions of this agreement. When the License Term expires, your license rights also expire and you may no longer use the Licensed Product.

2.9. Restrictions: You may not (and may not allow anyone else to):

(a) copy or use any Licensed Product (or Documentation) in any manner that is not expressly allowed by the license rights stated above;

(b) decompile, reverse engineer, or otherwise attempt to derive the source code for any Licensed Product or any underlying algorithms, user interface techniques, or other ideas embodied in a Licensed Product;

(c) tamper with, or attempt to circumvent or disable, any License Key (this includes, for example, resetting the CPU time in order to extend the License Term, or using a false

host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a License Key);

(d) distribute any copy of a Licensed Product (or Documentation) except as expressly allowed by the license rights stated above, or allow anyone other than your End Users to have access to or use (such as in a timesharing, service bureau, or application service provider model) any Licensed Product;

(e) use a Licensed Product (except ARC MQX Products) or its output to create, modify, or simulate Designs for third parties;

(f) use a Licensed Product or its output to develop or enhance any product that competes with a Synopsys product;

(g) modify or create a derivative work of any part of a Licensed Product or Documentation;

(h) disclose the results of any benchmarking of a Licensed Product (whether or not the results were obtained with assistance from Synopsys) to any third party; or

(i) use a Licensed Product in the development of any product if the failure or malfunction of that product could reasonably be expected to result in personal injury, death, or catastrophic loss.

If the License Key limits the number of End Users who may use a Licensed Product simultaneously or the number of simultaneous Clients, you must ensure that this limit is not exceeded, by platform virtualization or any other means.

2.10. Copies: If you make backup or archival copies of a Licensed Product or Documentation, you must reproduce all copyright, trademark, and other notices that appear on the original copy.

2.11. Transfers and Assignments: You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from Synopsys. If you attempt to transfer or assign any of your license rights without Synopsys's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement). For purposes of this section 2.11, a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either (i) your or a Parent Entity's assets or (ii) the stock or other equity interests entitled to vote for your or a Parent Entity's directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you or a Parent Entity and one or more third parties where your or a Parent Entity's stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing authority of the surviving entity.

2.12. Open Source Software: The Licensed Product may be delivered with software that is subject to open source licensing terms ("Open Source Software"), which terms are available upon request. Certain Open Source Software licenses require that source code be made available upon request. Licensee may request a copy of such source code by post to Synopsys at: Synopsys, Inc., Attention: Open Source Software Requests, 690 East Middlefield Road, Mountain View, California 94043, USA.

Licensee agrees that all Open Source Software shall be and shall remain subject to the terms and conditions under which it is provided. The Open Source Software is provided "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND SYNOPSYS FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OPEN SOURCE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SYNOPSYS NOR THE LICENSORS OF OPEN SOURCE SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Copyrights to the Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

3. Order and Delivery

3.1. Ordering Synopsys Products: You may order the products and services identified in the Purchasing Agreements at any time by submitting an order to Synopsys through Synopsys's on-line ordering system or as otherwise directed by Synopsys. When using Synopsys's on-line ordering system, you shall be responsible for ensuring that all information you provide is accurate and complete and that any person placing an order on your behalf has your authority to do so. Once you submit an order, you may not cancel or change it. Your order must indicate which products and services you want to purchase (including, in the case of Licensed Products, the type of license, the quantity, the License Term or in the case of ARC MQX Products the applicable ARC MQX Licensee Product, the location(s) of your facility(ies) where the Licensed Products may be used (we may refer to this as the "Authorized Sites" in a Purchasing Agreement), and any other information Synopsys would need to fulfill your order (including any information needed to generate a License Key). Synopsys may, in its reasonable discretion, accept or reject your order. Synopsys may accept your order by sending you written or electronic notice of acceptance or simply by fulfilling your order.

3.2. Delivery: If Synopsys accepts your order for one or more Licensed Products, Synopsys will then deliver to you the Licensed Products along with the corresponding Documentation and License Keys. Synopsys will deliver these materials to you electronically except where prohibited by law.

3.3. Electronic Software Transfer: When Synopsys delivers a Licensed Product by electronic software transfer, Synopsys will send you an e-mail to your designated e-mail address(es) to notify you that the Licensed Product is available. Synopsys's obligation to deliver the Licensed Product will be fulfilled when this e-mail notice is sent. You will be responsible for downloading or requesting for delivery the Licensed Product and Documentation from the FTP Server and the License Key from Synopsys's website at www.synopsys.com, unless Synopsys gives you other instructions. You must notify Synopsys in writing if you change your designated e-mail address(es).

3.4. Tangible Media: When Synopsys delivers Licensed Products to you on tangible media, the media may contain other software programs in addition to the Licensed Products. If it does, you will not have a license to use (and the License Keys for the Licensed Products will not permit you to use) these other software programs, and you must not attempt to access, use, reproduce, modify, reverse engineer, or otherwise tamper with these other software programs. If you lose or damage the media, Synopsys will, at your request, provide a replacement at a nominal charge. All deliveries of tangible items by Synopsys, Inc. will be made F.O.B. Origin; all deliveries of tangible items by other Synopsys entities will be made Ex Works (EXW) Origin.

4. Fees and Payment

4.1. Fees: The Fees for the products and services you may purchase under this agreement will be identified in the Purchasing Agreements. You agree to pay the Fees according to the payment terms in the applicable Purchasing Agreement.

4.2. Payments: If the applicable Purchasing Agreement does not contain specific payment terms for the Fees in question, payment of those Fees will be due within 30 days after the date of Synopsys's invoice. If you do not pay an amount by the scheduled due date, Synopsys will have the right to withhold the delivery of License Keys and/or terminate this agreement or a Purchasing Agreement and accelerate the due date of all remaining payments. In this event, you will owe the entire outstanding balance as soon as you receive written notice from Synopsys that your payment is due. All payments you make to Synopsys are non-refundable. You may not offset any amounts you believe Synopsys owes you against any payments you make to Synopsys under this agreement. You must make payments in U.S. dollars. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less.

4.3. Taxes: You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than Synopsys's income taxes, that are imposed on or result from your purchase, license, or use of Synopsys products and services. If Synopsys is required by law to collect and remit any such taxes, Synopsys may invoice you for such taxes and you agree to pay the invoiced amount to Synopsys. If you are required by the respective jurisdiction where the Licensed Products are used, or where services are provided, to withhold taxes from payments to Synopsys, you may withhold from the total amount due to the respective Synopsys distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide Synopsys with an official receipt for the payment within 60 days of your payment.

4.4. Bankruptcy: If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, Synopsys may apply any payments you have previously made to Synopsys for products or services not yet delivered by Synopsys against any amounts you owe Synopsys at that time for products or services that have been delivered by Synopsys (under this agreement or otherwise).

5. Services

5.1. <u>Maintenance Services</u>: Maintenance Services consist of the following:

(a) <u>Support</u>: Synopsys will provide you with access to SolvNet and online Documentation, and will use commercially reasonable efforts to make available the Synopsys Support Center on Monday through Friday, during Synopsys's normal business hours, excluding Synopsys's scheduled holidays. A valid corporate email address is required to access SolvNet and online Documentation.

(b) <u>Updates</u>: Synopsys will use commercially reasonable efforts to provide Updates as they become generally available. Any other upgrades or enhancements to the Licensed Products are not made available by Synopsys as part of Maintenance Services and may be subject to additional charges.

5.2. <u>Updates to Terms</u>: Synopsys may update its Maintenance Services terms on 60 days prior written notice, provided that these updates are applied generally to its Maintenance Services customers.

5.3. <u>Conditions</u>: In order to receive Maintenance Services for a Licensed Product, all of the following conditions must be met:

(a) you must have purchased Maintenance Services for such Licensed Product (unless it is licensed under a TSL, in which case Maintenance Services are included);

(b) you must appoint a qualified contact person trained in the use of the Licensed Product to interface with Synopsys regarding Maintenance Services, and identify such person to Synopsys in advance;

(c) you must provide Synopsys with access to the information and system facilities reasonably necessary to provide the Maintenance Services;

(d) you must follow the directions provided by the Synopsys Support Center to resolve technical problems;

(e) you must follow the operating instructions and procedures for the Licensed Product as specified in the Documentation or provided by Synopsys; and

(f) you must notify Synopsys of any error or other problem in the Licensed Product using Synopsys's current problem reporting procedure.

5.4. <u>Exclusions</u>: Synopsys will have no obligation to provide Maintenance Services for any Licensed Products that are damaged, modified (by anyone other than Synopsys), incorporated into other software, or installed in any computing environment not supported by Synopsys; or for any version of a Licensed Product other than the latest and immediately preceding version; or for any problems caused by your negligence, abuse, misuse, or by any causes beyond Synopsys's reasonable control.

5.5. <u>Reinstatement of Maintenance Services</u>: If Maintenance Services are terminated for any reason, or if you wish to renew Maintenance Services more than thirty (30) days after Maintenance Services have been terminated, you may be permitted to reinstate or renew Maintenance Services, at Synopsys's sole option, provided that (a) Synopsys offers Maintenance Services to its customers generally for the Licensed Product in question, and (b) you pay Synopsys the following: all applicable Maintenance Services fees for the period during which you were off Maintenance Services, and

Synopsys's then-current reinstatement fee plus payment for the new Maintenance Services term.

5.6. <u>ViewConnect</u>: If you wish to permit Synopsys to deliver Maintenance Services through the use of a shared customer desktop, you must download and install the ViewConnect Tool and related publicly-available, third-party software modules. You are not required to use the ViewConnect Tool, but if you choose to do so, you have the nonexclusive right to use the ViewConnect Tool only to enable Synopsys to remotely access your computer system for the purpose of providing Maintenance Services. Your rights to the third-party software modules are separately described in their accompanying license terms. The ViewConnect Tool and the third-party software modules are not Licensed Products nor is their use governed by this agreement.

5.7. <u>Training Services</u>: Synopsys offers Training Services, which may be purchased and ordered through the online registration system found at www.synopsys.com.

6. Confidentiality

6.1. <u>Confidentiality Obligations</u>: Each party (you and Synopsys) agrees to abide by the following confidentiality obligations with respect to the other party's Confidential Information:

(a) do not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena;

(b) do not use it for any reason other than to exercise its rights and perform its obligation under this agreement; and

(c) protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a "need-to-know" basis).

6.2. <u>Mandatory Disclosures</u>: If you believe you must disclose Synopsys's Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify Synopsys and cooperate with Synopsys if Synopsys chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. Synopsys will do the same if it believes it must disclose your Confidential Information in these circumstances.

6.3. <u>Additional Obligations</u>: In addition to your general obligations of confidentiality regarding the Licensed Products and Documentation, you must take the following steps to help prevent any unauthorized access to or use of the same:

(a) you must ensure that each End User who is your independent contractor (not your employee) has access to and uses the Licensed Products and Documentation only while working on your physical premises; and

(b) you must monitor each End User's use of the Licensed Products to ensure that the End User abides by the terms of this agreement.

7. Term and Termination

7.1. <u>Term of Agreement</u>: The term of this agreement will begin on the effective date stated on the signature page and will

end when the last Purchasing Agreement expires, unless this agreement is terminated sooner by either party.

7.2. Term of Purchasing Agreement: Each Purchasing Agreement will have its own term, as indicated on that Purchasing Agreement.

7.3. Rights to Terminate: Each party has the right to terminate this agreement, by giving written notice of termination to the other party, if (a) the other party breaches this agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after receiving written notice of the breach from the non-breaching party. An Error will not be considered a breach of this agreement that allows you to terminate the agreement, but it could give rise to a warranty claim under section 8.

7.4. Consequences of Termination: If and when either you or Synopsys terminates this agreement, all Purchasing Agreements in effect at that time will also terminate. When this agreement, a Purchasing Agreement or an individual license to a Licensed Product expires or is terminated:

(a) you must (i) immediately cease all use of the Licensed Products, Documentation, Design Techniques, and other Confidential Information (ii) promptly return to Synopsys or destroy all copies of the Licensed Products, Documentation, and other Confidential Information in your possession or control, and (iii) certify in writing to Synopsys that you have complied with clauses (i) and (ii), except, however, that your license to Implementation IP incorporated into Designs prior to termination shall continue according to its terms;

(b) you will remain obligated to pay any amounts you owe to Synopsys at that time; and

(c) the provisions of sections 4, 6, 7.4, 8.4 and 10, and the warranty disclaimers in section 8, will remain in effect.

8. Limited Warranty

8.1. Warranty: For a period of 90 days from when Synopsys delivers a Licensed Product to you (the "warranty period"), Synopsys warrants that the Licensed Product will have no Errors when used on the correct platform and according to the instructions in the corresponding Documentation. This warranty will be void if you, or anyone else other than Synopsys, modifies or attempts to modify the Licensed Product.

8.2. Warranty Claims: To claim a breach of this warranty, you must, during the warranty period, notify Synopsys in writing of the Error or Errors that you have encountered and provide Synopsys with all the information you have, in written or electronic form, about those Errors, so that Synopsys can attempt to reproduce, diagnose, and correct the Errors.

8.3. Exclusive Remedy: Your exclusive remedy for any breach of this warranty is that Synopsys will use commercially reasonable efforts to (at Synopsys's option) correct the Errors you have reported or provide a replacement product that does not contain these Errors, or if Synopsys is unable to provide a correction or a replacement or determines that it will not be feasible to do so, Synopsys will refund the Fees you paid for that Licensed Product.

8.4. Disclaimer: EXCEPT FOR THE WARRANTY IN THIS SECTION 8, ALL LICENSED PRODUCTS, DOCUMENTATION, DESIGN TECHNIQUES, AND ANY THIRD PARTY SOFTWARE ARE PROVIDED "AS IS," WITHOUT ANY OTHER WARRANTIES OF ANY KIND. SYNOPSYS FURTHER DISCLAIMS ALL OTHER WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

9. Infringement Claims

9.1. Indemnity: Synopsys will, at its own expense, be entitled to defend (or at its sole option, settle) any claim asserted against you by a third party that any Licensed Product you obtained from Synopsys under this agreement directly infringes any U.S. patent, copyright, trademark, or trade secret. Synopsys will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final, non-appealable judgment or agreed upon by Synopsys in a settlement.

9.2. Conditions: Synopsys's obligations to defend and indemnify you with respect to a particular claim are subject to the following conditions:

(a) you must promptly give Synopsys written notice of the claim;

(b) you must identify the specific Licensed Product(s) at issue in the claim and indicate how the Licensed Product(s) is(are) utilized by you or your products;

(c) you must give Synopsys sole control and authority over the defense and settlement of the claim; and

(d) you must provide Synopsys with all information you have regarding the claim and cooperate with Synopsys when Synopsys defends or attempts to settle the claim.

9.3. Pro-Active Steps: If any Licensed Product is, or Synopsys believes is likely to become, the subject of a claim for which Synopsys would be obligated to defend and indemnify you, then Synopsys may, at its option, do any of the following:

(a) obtain for you (at no cost to you) the right for you to continue using the Licensed Product as permitted by this agreement;

(b) replace or modify the Licensed Product to avoid the infringement problem, as long as there is no material loss of functionality; or

(c) if Synopsys reasonably concludes that it will not be feasible to do either of the above, terminate your license for the Licensed Product and give you a prorated refund (based on how much of the License Term has elapsed) of the Fees you paid for that license.

9.4. Exclusions: Synopsys will have no obligation to defend or indemnify you (notwithstanding the first paragraph of this section) with respect to any claim that is based on or attributable to any of the following:

(a) any modification made to the Licensed Product by anyone other than Synopsys;

(b) the combination or use of the Licensed Product with other products, processes, or materials not supplied by Synopsys or specified in the Documentation as being necessary to use the Licensed Product;

(c) your continued engagement in infringing activities after you were notified of the infringement or after Synopsys informed you of a modification or workaround that would have avoided the infringement; and

(d) your use of the Licensed Product in a manner not permitted by this agreement.

9.5. Burden of Proof: You will have the burden of showing that indemnification is required pursuant to this section 9 and that the exclusions in section 9.4 are not applicable.

9.6. No Other Obligations: Except as expressly stated in this section 9, Synopsys has no obligation or liability to you for any actual or alleged infringement related to the Licensed Products, Documentation, or Design Techniques.

10. Other Terms

10.1. Ownership of IP Rights: Synopsys and its licensors own all Intellectual Property Rights in the Licensed Products, Documentation, and Design Techniques. Your only rights in the Licensed Products, Documentation, and Design Techniques are the rights expressly granted in this agreement; all other rights are reserved by Synopsys. Synopsys's licensors are third-party beneficiaries of, and thus may enforce against you, the license restrictions and confidentiality obligations in this agreement with respect to their intellectual property and proprietary information. You will own all Intellectual Property Rights in the Designs you create using the Licensed Products, Documentation, and Design Techniques, subject to Synopsys's (and its licensors') ownership of the Intellectual Property Rights in the Licensed Products, Documentation, and Design Techniques. Synopsys may freely use and disseminate any Feedback you provide. You agree not to claim that Synopsys owes you any compensation for its use or dissemination of such Feedback.

10.2. Audit and Compliance: Synopsys may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) your use of the Licensed Products and Documentation to verify your compliance with this agreement. You agree to give Synopsys (or the auditing firm) reasonable access to your facilities and records for purposes of conducting these audits. Synopsys will give you at least five days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless Synopsys has a good-faith basis for believing that more frequent audits are warranted. Synopsys will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that you have failed to comply with this agreement in a material way, in which case you agree to reimburse Synopsys for these costs.

10.3. Automatic Updates: Licensed Products communicate with Synopsys servers for the purpose of providing Updates, detecting software piracy and verifying that customers are using Licensed Products in conformity with the applicable License Key for such Licensed Products. Synopsys will use information gathered in connection with this process to deliver software updates and pursue software pirates and infringers.

10.4. **Limitation of Liability: For each product or service you license or purchase from Synopsys under this agreement, Synopsys's total, cumulative liability to you, including under section 9, is limited to the amount of Fees you paid for that product or service (regardless of the nature of the liability or the nature or number of claims giving rise to the liability).**

Synopsys will not, under any circumstances or any theory of liability, be liable to you for any lost profits, loss of data, or consequential, incidental, or special damages arising from this agreement or the products and services provided to you under this agreement. However, this disclaimer of Synopsys's liability for consequential damages does not limit or reduce Synopsys's obligations to defend and indemnify you under section 9. The limitations of liability in this section are a fundamental part of this agreement and enable Synopsys to provide products and services to you at lower prices. These limitations of liability are intended to apply even if an exclusive remedy is found to have failed of its essential purpose.

10.5. Export Controls: You agree that the goods, software, and technology subject to this agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regulations of the U.S. Department of Treasury, Office of Foreign Asset Controls and that you will comply with these laws and regulations. Without limiting the foregoing, if any technology, software or source code governed by this agreement, or the direct product of any such technology, software or source code (each is a "Controlled Product"), is subject to the national security controls as identified on the Commerce Control List (the "Controlled Products"), you will not, without a U.S. Bureau of Industry and Security license or license exception, export, re-export, or transfer a Controlled Product, either directly or indirectly, to any national of any country identified in Country Groups D:1 or E:1 as defined in the EARs. In addition, goods, software and any technology subject to this agreement may not be exported, reexported, or transferred to (a) any person or entity listed on the "Entity List", "Denied Persons List" or the list of "Specifically Designated Nationals and Blocked Persons" as such lists are maintained by the U.S. Government, or (b) an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (i) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (ii) the design, development, production, or use of missiles or support of missiles projects; and (iii) the design, development, production, or use of chemical or biological weapons.

10.6. Governing Law; Jurisdiction: This agreement is governed by the laws of the United States and the State of California, without regard to conflicts of laws principles. The federal and state courts located in Santa Clara County, California have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.

10.7. Notices: Any notice, approval, consent, or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused. A copy of any communication sent to Synopsys must also be sent to the attention of the General Counsel.

10.8. Waivers: Either party's failure to enforce any provision of this agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.

10.9. Independent Contractors: The parties to this agreement are independent contractors. Neither party is the agent or partner of the other party, or has any power or authority to act on behalf of the other party.

10.10. Severability: If any provision in this agreement is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible.

10.11. Attorneys' Fees: The prevailing party in any action to enforce this agreement will be entitled to recover costs and expenses including reasonable attorneys' fees.

10.12. Remedies: Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore Synopsys will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

10.13. Force Majeure: Each party will be excused from performance of its obligations under this agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.

10.14. Construction: Section headings in this agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this agreement.

10.15. Counterparts: This agreement may be signed in multiple counterparts, each of which will be deemed an original and which together will constitute one instrument.

10.16. Press Release: The parties intend to work together to prepare and publish a mutually acceptable press release concerning this agreement.

10.17. Government Users: If you are a branch or agency of the United States Government, or are acquiring any Licensed Product on behalf of any branch or agency of the United States Government, then the following provision applies. The Licensed Products and Documentation are comprised of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

10.18. 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 the performance of obligations related to the Licensed Products. 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 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 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.

10.19. Entire Agreement: This agreement and any applicable attachments and Purchasing Agreements are the entire agreement between the parties concerning its subject matter, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or nondisclosure agreements that Synopsys previously entered into with you will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.

10.20. Amendments: This agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to Synopsys will be binding on Synopsys or have any legal effect.

Glossary of Definitions - EULM

API means application programming interface for accessing specific functionality of an **ARC** MQX Product.

ARC MQX End Customer means a customer to whom you distribute an ARC MQX Licensee Product and who shall be obligated to maintain the confidentiality of any provided Documentation, and not expose any API of the ARC MQX Product to any third party.

ARC MQX Licensee Executable means an application program, in executable form, statically linked with and using certain APIs of an ARC MQX Product, for execution solely on an embedded ARC processor.

ARC MQX Licensee Product means a product owned by you, that is specifically identified to Synopsys in a Purchasing Agreement or other document accepted by Synopsys, and that incorporates an embedded processor and the ARC MQX Licensee Executable.

ARC MQX Product means the Synopsys real-time operating system platform for the ARC processor architecture including associated source files, application programming interfaces files, and utilities for use in creating applications that run on the ARC processor architecture.

ARC Software Development Product means any MetaWare Products, nSIM Products and xCAM Products.

Board Support Package Features means those configuration files in an ARC MQX Product that define hardware components with which the ARC MQX Licensee Executable is intended to interoperate.

Client means an instance of a Licensed Product running on a computer. This means, for example, that two Clients can be either two instances of a Licensed Product running on the same computer or one instance of a Licensed Product running on each of two computers.

Confidential Information of Synopsys means (a) the Licensed Products (in any form), the Documentation, the License Keys, and SolvNet; (b) Design Techniques and all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Licensed Products, Documentation, License Keys, or SolvNet; (c) the prices, discounts, payment terms, and other information in the Purchasing Agreements; (d) Synopsys Training Services materials including without limitation presentations, demonstrations, software and course handouts, and (e) any other confidential or proprietary information that Synopsys provides to you in connection with this agreement. Your **Confidential Information** is any confidential or proprietary information in (i) written form that you provide to Synopsys in order for Synopsys to fulfill your orders and provide products and services to you under this agreement, and (ii) oral form that you provide to Synopsys in order to receive Maintenance Services; as long as you notify Synopsys at the time of disclosure that such information is to be treated as confidential under this agreement. However, Feedback is not your Confidential Information. Also, **Confidential Information** does not include any of the following:

(1) information that has become generally available to the public, through no fault of yours (in the case of Synopsys Confidential Information) or Synopsys (in the case of your Confidential Information) and that is not still regarded as a trade secret under laws governing information that was negligently or maliciously distributed;

(2) information that the receiving party had already obtained in a tangible form, through lawful means, before obtaining it under this agreement;

(3) information that the receiving party developed independently, without the use of any materials or information obtained from the other party in connection with this agreement;

(4) information that the receiving party has lawfully obtained, in a tangible form, from a third party that had the right to provide it to the receiving party; or

(5) information that the disclosing party releases for publication in writing.

Design means a representation of an electronic circuit or device that you create through the use of one or more Licensed Products. The representation may exist in various formats including, but not limited to, equations, truth tables, schematic diagrams, textual descriptions, hardware description languages, executable software source code and netlists.

DesignWare has the meaning given in section 1 of the Terms and Conditions.

Design Database means a design database for your Design that incorporates DesignWare in any format (except unencrypted source code for Implementation IP), along with all copyright and other proprietary legends for such DesignWare.

Design Techniques means Synopsys-supplied algorithms, data, circuit and logic elements, libraries, rule bases, search strategies, and other technical information used in the process of creating Designs.

DesignWare Fee-Per-Use Core means an IP core (as this term is understood in the semiconductor industry) for which Synopsys charges an additional fee each time it is used in the design of an integrated circuit.

Documentation means any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by Synopsys for use with a Licensed Product.

End User means an individual who works for you as an employee or independent contractor and whom you designate and authorize to access and use a Licensed Product as permitted by this agreement.

Error means a defect in a Licensed Product that causes it to deviate substantially from the specifications in the corresponding Documentation.

Feedback means any ideas or suggestions you voluntarily provide to Synopsys (in any manner, whether in writing or orally or otherwise) regarding the Licensed Products, Documentation, or Design Techniques, including possible enhancements or improvements.

Fees means the amounts you must pay when you purchase products and services from Synopsys under this agreement, as identified in each Purchasing Agreement.

FTP Server means a Synopsys server that you can access via the Internet in order to download Licensed Products you have ordered.

Implementation IP means synthesizable designs (other than Verification IP).

Integrated Design means a Design that combines Implementation IP with the Design and does not consist primarily of Implementation IP.

Intellectual Property Rights means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.

Key Server means the computer with the host I.D. number that is identified in the License Key and which controls access to and enables the use of a Licensed Product.

License Key means a document (in physical or electronic format) provided by Synopsys that identifies: (a) the Licensed Product, including version number, licensed to you; (b) the Key Server; (c) the number of permitted Clients; and (d) the codes that initialize use of the Key Server.

License Term means the period of time during which you may use a Licensed Product under a particular license.

Licensed Design Partner means a third party that (a) you have engaged to work with you on a common Design; and (b) has a valid Synopsys end user license agreement for the DesignWare used in your Design.

Licensed Products has the meaning given in section 1 of the Terms and Conditions.

Licensed Software has the meaning given in section 1 of the Terms and Conditions.

Maintenance Services has the meaning given in section 1 of the Terms and Conditions.

MetaWare Product means a Synopsys software development tool used to create, profile and debug software applications that run on an embedded microprocessor, identified by Synopsys with the product name "MetaWare".

nSIM Product means a Synopsys software model of the instruction set of an embedded ARC microprocessor, identified by Synopsys with the product name "nSIM".

Open Source Software has the meaning given in section 2.12 of the Terms and Conditions.

Parent Entity means a person, company or other entity that owns, directly or indirectly, more than fifty percent (50%) of your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority.

Purchasing Agreement means the applicable Synopsys sales quotation, FSA schedule, purchase agreement or other agreement describing (among other things) the products and services that you have licensed or purchased, including pricing information.

SolvNet means Synopsys's suite of online support services accessible via the Internet.

Synopsys Competitor means any corporation or other legal entity in the business of developing and/or marketing (including making generally commercially available to end user customers) one or more electronic design automation software products or intellectual property cores or related services.

System-on-Chip means an integrated circuit which integrates the microcontroller, microprocessor, peripherals and interfaces in a single Design.

TSL means a time-based technology subscription license of a Licensed Product. A TSL lasts for a specific period of time (the License Term) from when the license is delivered and includes (at no additional charge) Maintenance Services for the Licensed Product in question.

Updates means error corrections and minor improvements to the Licensed Products.

Use Area for a Licensed Product means a single geographical site that you own or occupy as your place of business, which may consist of one or more buildings located within 5 miles of one another, and in which the Key Servers, Clients, and End Users for that Licensed Product are all located, except as modified by the right to allow End Users to telecommute or use over a WAN in section 2.6.

Verification IP means test benches (including software models, test suites, and monitors) that simulate, test, and verify the functionality of certain electronic circuits or devices.

WAN means a wide area network as referred to in section 2.6.

xCAM Product means a Synopsys software development tool that creates and uses cycle-accurate software models of an embedded ARC microprocessor, identified by Synopsys with the product name "xCAM".

You (and variations thereof) means the entity that signs or agrees to this agreement as the customer.

ATTACHMENT FOR DESIGNWARE FEE-PER-USE CORES

1.   Core Related Software and Services

1.1. This Attachment For DesignWare Fee-Per-Use Cores ("Attachment") works in conjunction with your End-User License and Maintenance Agreement and applies to your license of Synopsys's DesignWare Fee-Per-Use Core (DFPUC) products. These products and services are identified in the Purchasing Agreements governed by this Attachment and include:

(a) **DesignWare Fee-Per-Use Cores (or "DesignWare Cores")**, which are software products that represent an integrated circuit function which can be implemented in your Licensee IC, and which typically include associated design files in a variety of formats (such as synthesized gate-level netlists, GDSII files, MEBES or other mask writing databases, finished masks, or reticles);

(b) **Verification Environments**, which are simulation and test software used in connection with DesignWare Cores, such as simulation modules and simulation data analysis tools; and

(c) **Core Support Services**, which means the support services described in section 4.

1.2. The term "**Core Software**" means DesignWare Cores, Verification Environments, and any Modifications furnished to you by Synopsys while providing Core Support Services, together with any documentation and other materials that may accompany them. In addition to the specific terms in this Attachment and except as modified by this Attachment, sections 2.8 through 2.12, 3, 4, 6, and 10 of the End-User License Agreement also apply to your acquisition and use of Core Software, and the Core Software shall be deemed to be a "Licensed Product" for purposes of those sections. Capitalized terms that are not defined in this Attachment have the same meaning as specified in the End-User License and Maintenance Agreement.

2.   Licenses

2.1. <u>Your License Rights</u>: When you purchase a license to Core Software, upon delivery of the Core Software you will have a nonexclusive right to:

(a) internally use and reproduce the Core Software solely to design, test, and verify the applicable Licensee IC for your manufacture and subsequent sale;

(b) create Modifications to the Core Software solely to the extent necessary to design, test, and verify the applicable Licensee IC, subject to sections 2.4 and 2.5; and

(c) manufacture (or have manufactured by a third party, as described in section 2.3) the applicable Licensee ICs incorporating the licensed DesignWare Core.

2.2. <u>Users</u>: Except as described in sections 2.2 and 2.3, you will allow only those of your employees who are on the single design team responsible for designing or testing your Licensee IC to access the Core Software. You are responsible for the acts and omissions of your employees, agents, and permitted Contractors and third-party manufacturers with respect to any use of the Core Software or Synopsys Confidential Information,

including any breaches of this Attachment that they may commit.

2.3. <u>Contractors</u>: You may also allow Contractors to access certain parts of the Core Software as follows:

(a) For Core Software that is in netlist or encrypted RTL form, you may allow Contractors that are not Synopsys Competitors to access that Core Software either on your physical premises or on theirs. Contractors that are Synopsys Competitors may access the netlist or encrypted RTL only while on your physical premises.

(b) For Core Software that is in source code form, you may allow Contractors that are not Synopsys Competitors to access that Core Software only on your physical premises. You may not allow Contractors that are Synopsys Competitors to access this source code at all.

(c) In all cases, you may allow Contractors to access the Core Software only on a "need-to-know" basis, only to allow them to perform design services on the Licensee IC in accordance with your license, and subject to a written confidentiality agreement that is at least as protective as the confidentiality terms set forth in the End-User License and Maintenance Agreement.

2.4. <u>Third-Party Manufacturers</u>: You may have a third-party manufacturer make Licensee ICs incorporating the licensed DesignWare Core for you if you make sure all of the following conditions are met:

(a) the resulting Licensee ICs must be made for sale or use only by you;

(b) the designs and specifications you give to the manufacturer contain sufficient detail so that no additional design work is performed by the manufacturer (except for the simple adaptation of your designs to the manufacturer's own normal production processes);

(c) you provide those designs and specifications to the manufacturer only for the purpose of making the Licensee ICs for you, and subject to confidentiality provisions that are at least as protective as those in the End-User License and Maintenance Agreement; and

(d) you do not give source code for any Core Software to the manufacturer.

2.5. <u>Hard IP Cores</u>: If you license any DesignWare Cores that are Hard IP Cores, you understand that you may be required to obtain appropriate licenses to technology libraries (such as standard cell and I/O libraries) from a supplier of such libraries for the applicable manufacturer, and that if this is case, you are responsible for getting these licenses at your own cost. You also agree that you may not make Modifications to Hard IP Cores without first obtaining Synopsys's prior written consent. Your use of each Hard IP Core is limited to the applicable manufacturer and process node specified in the purchase order, and you may not use the Hard IP Core for any other manufacturer or process node.

2.6. <u>Ownership</u>: The Core Software and all Modifications (including all Intellectual Property Rights in them) are owned by Synopsys and its licensors. If you have any rights in any Modifications, you hereby irrevocably assign ownership of

those Modifications (and all Intellectual Property Rights in them) to Synopsys. However, you are under no obligation to actually disclose any such Modifications to Synopsys, and they will automatically be licensed to you as "Core Software" pursuant to section 2.1. There are no implied licenses granted under this Attachment, and all rights not expressly granted to you are reserved to Synopsys.

3. Fees and Payment

3.1. <u>Fees and Royalties</u>: The applicable license fees and royalties for the Core Software are specified in the Purchasing Agreement. The payment and reporting terms applicable to royalties are described below in section 3.2. Otherwise, the fees and payment terms described in section 4 of the End-User License and Maintenance Agreement shall apply.

3.2. <u>Royalty Reporting and Payment</u>: If royalties are applicable, then within 30 days after the end of each calendar quarter following the effective date of this Attachment, you will submit a royalty report to Synopsys via email to royalty@synopsys.com, on a form approved by Synopsys, that accurately sets forth the number of units of each Licensee IC that you sold, distributed, or otherwise disposed of during that quarter, along with payment of all reported amounts. You are to submit a royalty report even during quarters where you report no sales, distributions, or disposals of Licensee ICs. Note that you will continue to be obligated to make royalty reports and pay royalties until you permanently discontinue sales or distributions of the applicable Licensee IC. In the event of such a discontinuation, you will provide Synopsys with a written certification that the Licensee IC has been discontinued, along with a final royalty report for the applicable Licensee IC.

3.3. <u>Royalty Audits</u>: You shall keep full, clear, and accurate records regarding your use of the Core Software, sales and other disposals of Licensee ICs, and royalties due under this Attachment. On 5 days' prior written notice, Synopsys may audit those records during normal business hours, and you will provide Synopsys with all necessary access to your premises where those records are located. If an audit reveals an underpayment of fees, you will immediately pay the shortfall, plus a late fee applied at a rate equal to the lesser of 1.5% per month or the highest rate allowable under law. Synopsys will bear its own expenses of the audit, except if the audit discloses an underpayment of 5% or more for the audited period, in which case you will reimburse Synopsys for all of its reasonable expenses.

4. Core Support Services

4.1. <u>Core Support Services</u>: Core Support Services, for the first 6 months after the initial delivery of the Core Software, are included in the price of a Use of the Core Software. In providing Core Support Services, Synopsys will use commercially reasonable efforts to perform the following:

(a) provide you with bug-fix releases to the extent necessary to conform the Core Software to any applicable technical standard specification that was in existence at the time the Core Software was delivered to you;

(b) provide you with workarounds for material errors in the Core Software;

(c) provide you with 24/7 access to electronic assistance regarding the operation of the Core Software, as Synopsys may make available from time to time (such as through the SolvNet online web support service);

(d) if electronic assistance does not yield an appropriate resolution, give you access to a reasonable amount of telephone support for the Core Software, during normal business hours, through your designated support contact; and

(e) deliver bulletins as they are released by Synopsys from time to time, which contain information on bug-fix releases, application techniques, and workarounds for the Core Software.

4.2. <u>Designated Support Contacts</u>: You may appoint up to 4 designated support contacts for each supported Licensee IC, and will give Synopsys the names of all designated support contacts before making initial contact with the Synopsys support center. All technical communications, information, and materials exchanged between you and Synopsys regarding the Core Software will be conducted through your designated support contacts. You may change any designated support contact at any time by notifying Synopsys.

4.3. <u>Limitations</u>. The Core Support Services described in this section are the only services that Synopsys makes available for the Core Software, and no other warranties or support and maintenance services apply. Synopsys has no obligation to provide support for Core Software that has been altered, damaged, or modified by anyone other than Synopsys. If you wish to continue receiving Core Support Services after the 6 month period following the initial delivery of the Core Software, you must separately purchase extended Core Support Services from Synopsys for an additional fee pursuant to an accepted purchase order. Reuse fees for Core Software do not include Core Support Services.

The Core Software and Core Support Services are provided "AS IS". Synopsys disclaims all other warranties (express, implied, or statutory), including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising from a course of dealing or usage of trade.

5. Term and Termination

5.1. <u>Term of Individual Licenses</u>: The term of each license for the Core Software granted under this Attachment shall begin upon the delivery date of the Core Software, and shall continue until you discontinue the sale and distribution of the applicable Licensee ICs, or until the End-User License and Maintenance Agreement expires or terminates, whichever is sooner.

5.2. <u>Term of Attachment</u>: The term of this Attachment shall continue until all licenses granted hereunder terminate, or until the End-User License and Maintenance Agreement expires or terminates, whichever is sooner.

5.3 <u>Effect of Termination</u>: When each license granted under this Attachment expires or terminates, you shall either destroy or return to Synopsys all copies of the previously-licensed Core Software and related Confidential Information in your possession or control (or in the possession of any third party to whom you provided such materials), except, however, that your license to a DesignWare Core Instantiated into a Licensee IC prior to termination shall continue according to its terms. You shall certify to Synopsys with a written officer's certificate that you have complied with these obligations within 30 days after such expiration or termination.

6. Indemnification

6.1. Indemnity: Synopsys will, at its own expense, be entitled to defend (or at its sole option, settle) any claim asserted against you by a third party that any Core Software you obtained from Synopsys under this Attachment directly infringes any U.S. patent that issued before Synopsys's delivery to you of the applicable Core Software, copyright, trademark, or trade secret. Synopsys will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final, non-appealable judgment or agreed upon by Synopsys in a settlement.

6.2. Conditions: Synopsys's obligations to defend and indemnify you with respect to a particular claim are subject to the following conditions:

(a) you must promptly give Synopsys written notice of the claim;

(b) you must identify the specific Core Software at issue in the claim and indicate how the Core Software is utilized by you or your products;

(c) you must give Synopsys sole control and authority over the defense and settlement of the claim; and

(d) you must provide Synopsys with all information you have regarding the claim and cooperate with Synopsys when Synopsys defends or attempts to settle the claim.

6.3. Pro-Active Steps: If any Core Software is, or Synopsys believes is likely to become, the subject of a claim for which Synopsys would be obligated to defend and indemnify you, then Synopsys may, at its option, do any of the following:

(a) obtain for you (at no cost to you) the right for you to continue using the Core Software as permitted by this Attachment;

(b) replace or modify the Core Software to avoid the infringement problem, as long as there is no material loss of functionality; or

(c) if Synopsys reasonably concludes that it will not be feasible to do either of the above, terminate your license for the Core Software and give you a refund of the Fees you paid to Synopsys for that license.

6.4. Exclusions: Synopsys will have no obligation to defend or indemnify you (notwithstanding the first paragraph of this section) with respect to any claim that is based on or attributable to any of the following:

(a) any modification made to the Core Software by anyone other than Synopsys;

(b) the combination or use of the Core Software with other products or materials not supplied by Synopsys or specified in the Documentation as being necessary to use the Core Software;

(c) your continued engagement in infringing activities after you were notified of the infringement or after Synopsys informed you of a modification or workaround that would have avoided the infringement;

(d) the failure to obtain a license available from a standards organization, or which would be available as a result of an undertaking to a standards organization;

(e) the methods or processes employed in using the Core Software, *other than* those inherent methods and processes that are necessarily employed in the intended mode of operation of the Core Software and without which a material function of the Core Software would not operate;

(f) compliance with your directions, instructions, specifications, or technical requirements (including any requirement that the Core Software or Licensee IC support or comply with industry or technical standards), if there are no known commercially-reasonable means of complying with such directions, instructions, specifications, or technical requirements free of a claim of infringement; or

(g) your use of the Core Software in a manner not permitted by this Attachment.

6.5. Burden of Proof: You will have the burden of showing that indemnification is required pursuant to this section 6 and that the exclusions in section 6.4 are not applicable.

6.6. No Other Obligations: Except as expressly stated in this section 6, Synopsys has no obligation or liability to you for any actual or alleged infringement related to the Core Software.

6.7. **Limitation of Liability**. **For each Core Software you license from Synopsys under this Attachment, Synopsys's total, cumulative liability to you for indemnity and defense under this section 6 (including without limitation for attorneys' fees and costs that Synopsys or you incur in defending the third-party claims) is limited to the amount of Fees you paid Synopsys for that Core Software (regardless of the number of claims giving rise to the liability). Synopsys will not, under any circumstances or any theory of liability, be liable to you for any lost profits, loss of data, or consequential, incidental, or special damages arising from this agreement or the products and services provided to you under this agreement.** However, this disclaimer of Synopsys's liability for consequential damages does not limit or reduce Synopsys's obligations to defend and indemnify you under section 6 of this Attachment. The limitations of liability in this section are a fundamental part of this Attachment and enable Synopsys to provide products and services to you at lower prices. These limitations of liability are intended to apply even if an exclusive remedy is found to have failed of its essential purpose.

GLOSSARY OF DEFINITIONS - DFPUC

Contractor means a third-party entity engaged by you to provide design services directly related to your Licensee IC.

Core Support Services has the meaning given in section 4 of this Attachment.

Hard IP Core means a DesignWare Core that is delivered in a format that is non-synthesizable and suitable for implementation using a specific manufacturing process.

IC means integrated circuit.

Instantiation (and variations thereof) means an implementation of a single DesignWare Core a single time in an IC.

Implementation of the same DesignWare Core two times in a single IC constitutes two Instantiations.

Licensee IC means an IC owned by you and specifically identified to Synopsys in a Purchasing Agreement or other document accepted by Synopsys, which contains at least one Instantiation of a DesignWare Core.

Modification means a bug fix, modification, enhancement, or revision of any aspect of the Core Software.

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