

SYNOPSYS
END USER LICENSE AND MAINTENANCE AGREEMENT
(TPT PRODUCTS)

This agreement covers the TPT products and services you license (or purchase) from Synopsys, unless and until we enter into a new agreement that expressly replaces this one or you already have a signed license agreement for the Licensed Products with Synopsys, in which case the signed license agreement will govern. If you use the Synopsys products and services as an employee of or for the benefit of your company, you represent that you have the power and authority to accept this agreement on behalf of your company. Your company will be the licensee under this agreement. By clicking on the “Accept” button of this agreement, or by downloading, installing or using the Synopsys products or services, you consent to the terms and conditions of this agreement on behalf of yourself and the company on whose behalf you will use the Synopsys products and services provided under this agreement. The effective date of this agreement is the date that you first download, install or use the Synopsys products or services. If you do not agree to the terms and conditions of this agreement or if you do not have the power and authority to accept the terms and conditions of this agreement on behalf of your company, you may not use the Synopsys products and services and Synopsys is unwilling to provide you with them.

SOFTWARE TERMS AND CONDITIONS

1. Products and Services

1.1. Scope. 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, which will reference this agreement. Additional terms and conditions 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. License Rights. When you purchase a license (other than an evaluation license) to a Licensed Product, you will have a nonexclusive, non-transferable, non-sublicensable right during the License Term to:

- (a) install the Licensed Product on one or more server;
- (b) install the License Key for the Licensed Product on the server specifically identified in the License Key;
- (c) allow your End Users to use the Licensed Product, solely for the purpose of test design, test generation, test execution, test assessment and reporting and tracing of requirements and tests, for embedded or other software);
- (d) make a reasonable number of copies of the Licensed Product solely for backup or archival purposes; and
- (e) 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. 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 Licensed 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.

2.3. Dongle License. Where you receive a Licensed Product locked to a Dongle, the Licensed Product may be used only on the single computer on which the Dongle and the Licensed Product are installed, and such computer must be located at your place of business. The locked Licensed Product may not be accessed over a network.

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 commercial purposes. You shall not use the Licensed Product for any 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 recognize and agree that this amount is a reasonable, liquidated amount and not a penalty. Evaluation copies of Licensed Products are provided “AS IS” and the warranty and indemnification provisions in this agreement do not apply to evaluation licenses.

2.5. 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 their 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 2.5 does not apply to Licensed Products obtained under a node-locked license as referenced in section 2.2.

2.6. 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.

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

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

- (b) disassemble, 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 or Documentation;
- (e) display the user interfaces to anyone other than to End Users;
- (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.

2.8. 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.

2.9. Marking Requirements. You shall not delete or in any manner alter the copyright, trademark, and other notices appearing on the Licensed Product as delivered by Synopsys. 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.

2.10. Transfers and Assignments. You may not transfer or assign this agreement or 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, a transfer or assignment of this agreement or 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.

2.11. 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 either identified in a directory named "Licenses" or otherwise 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, 675 Almanor Avenue, Sunnyvale, CA 94085. 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 must ensure that all information 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, 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), the Licensed Type, quantity, License Term, Territory, Code Base, as applicable and any other

information Synopsys would need to fulfill your order (including any information needed to generate a License Key).

3.2. 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 for download. Delivery is 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).

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 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. Maintenance Services

Maintenance Services are described in the applicable addendum.

6. Training

Training Services. Synopsys offers Training Services, which may be purchased and ordered through the online registration system found at www.synopsys.com or other means of access provided by Synopsys.

7. Confidentiality

7.1. Confidentiality Obligations. The parties agree 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 or as required under applicable regulations, (iv) the disclosure is on a confidential basis to such party's legal or financial advisors, investors, or acquirors with a need to know such Confidential Information;
- (b) do not use it for any purpose other than to exercise its rights and perform its obligation under this agreement, and to evaluate opportunities to license additional Licensed Products pursuant to 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).

7.2. Mandatory Disclosures: 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.

7.3. Additional Obligations. 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.

8. Term and Termination

8.1. Term of Agreement. The term of this agreement will begin on the Effective Date and will continue until this agreement is terminated by either party.

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

8.3. 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 or any Purchasing 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 9. Each party will have the right to terminate this agreement if the other party becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for such other party or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against such other party.

8.4. 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, 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);
- (b) you will remain obligated to pay any amounts you owe to Synopsys at that time; and
- (c) the provisions of sections 4, 7, 9.4, 10.4, and 11, and the warranty disclaimers in section 9, will remain in effect.

9. Limited Warranty

9.1. Warranty. For a period of 90 days from the date that 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.

9.2. 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.

9.3. Exclusive Remedy: Synopsys’s entire obligations, and your exclusive remedy for any breach of the warranty set forth in section 9.1 is that Synopsys will use commercially

reasonable efforts to (at Synopsys’s option) correct the Errors you have reported or provide a workaround or a replacement product that does not contain these, Errors. If Synopsys is unable to provide a correction, a workaround, or a replacement, or determines that it will not be feasible to do so, Synopsys will, upon your return or confirmed destruction of all copies of the non-conforming Licensed Product to Synopsys, give you a prorated refund (based on how much of the License Term has elapsed) of the Fees you paid for that Licensed Product.

9.4. Disclaimer. Synopsys does not warrant that the Licensed Products will meet your requirements, that the Licensed Products will operate in combinations with equipment, devices, software, or systems provided by persons other than Synopsys, that the operation of the Licensed Products will be error-free or uninterrupted. EXCEPT FOR THE WARRANTY IN THIS SECTION 9, ALL LICENSED PRODUCTS, DOCUMENTATION, AND ANY THIRD-PARTY SOFTWARE ARE PROVIDED “AS IS,” WITHOUT ANY OTHER WARRANTIES OF ANY KIND. SYNOPSIS, ITS LICENSORS, PARTNERS, SUPPLIERS, AND DISTRIBUTORS DISCLAIMS ALL OTHER WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY OR COMPLETENESS OF RESULTS, CONFORMANCE WITH DESCRIPTION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

10. Infringement Claims

10.1. Indemnity. Synopsys will, at its own expense, 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 or misappropriates any copyright, trademark, or trade secret, or any U.S. patent. 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.

10.2. 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.

10.3. 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.

10.4. Exclusions. Synopsys will have no obligation to defend or indemnify you (notwithstanding this section 10) 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, operation, or use of the Licensed Product with other products, processes, equipment, devices, software, systems, data, or materials not supplied by Synopsys or specified in the Documentation as being necessary to use the Licensed Product;
- (c) Synopsys's compliance with any designs or specifications provided by you;
- (d) 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
- (e) your use of the Licensed Product in a manner not permitted by this agreement.

10.5. Burden of Proof. You will have the burden of showing that indemnification is required pursuant to this section 10 and that the exclusions in section 10.4 are not applicable.

10.6. No Other Obligations. The provisions of this section 10 set forth Synopsys's entire obligations, and your exclusive remedy with respect to claims of infringement of intellectual property rights of any kind. Except as expressly stated in this section 10, Synopsys has no obligation or liability to you for any actual or alleged infringement related to the Licensed Products or Documentation.

11. Other Terms

11.1. Ownership of IP Rights. Synopsys, Inc., and its licensors own all Intellectual Property Rights in the Licensed Products and Documentation. Your only rights in the Licensed Products and Documentation 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 reports you create using the Licensed Products and Documentation, subject to Synopsys's (and its licensors') ownership of the Intellectual Property Rights in the Licensed Products and Documentation. 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.

11.2. Audit and Compliance. Synopsys may audit (using 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 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.

11.3. 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.

11.4. 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 10, 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, any cost of procuring substitute products or services, 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 10. 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.

11.5. Export Controls. You shall remain familiar and fully compliant with your obligations under any and all laws, statutes, regulations, ordinances of any local, states, federal, national, or other jurisdictional locality, as applicable to the export, import, and/or end-use of Synopsys products, technology, and services. Products, services, and/or technology sold or licensed under this agreement may be subject to various

Export Control Laws and Regulations including but not limited to, U.S. Export Administration Regulations (EAR), the U.S. Office of Foreign Asset Control (OFAC), the European Union (EU) Export Control Regime Regulation (EC) No. 2021/821, and/or the EU Consolidated Sanctions List. Where a product and/or technology is identified as export controlled from the country(ies) of export to (1) the destination country(ies), (2) a restricted/proscribed end use, and/or (3) a restricted end user, a government-issued export license must be obtained prior to fulfillment under this agreement and in accordance with all applicable laws. You agree that Synopsys shall not be required to complete delivery of export-controlled products or technology unless and until all required export licenses have been obtained.

11.6. 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, except as otherwise set forth in Section 11.17 below with respect to Synopsys. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), will not apply to this agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

11.7. 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 in the applicable Purchasing Agreement, 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.

11.8. 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.

11.9. 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.

11.10. 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.

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

11.12. 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.

11.13. 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, pandemic, or any other event or circumstance beyond that party's reasonable control.

11.14. 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.

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

11.16. 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.

11.17. Synopsys Entities. Synopsys, Inc., and its wholly owned subsidiaries 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. The specific Synopsys entity with which you are contracting under this agreement depends on the country to which the services are delivered. In a country in the Americas or Africa, the contracting entity is Synopsys, Inc. For Taiwan, the contracting entity is Synopsys International Limited Taiwan Branch, with a principal place of business at Taipei, Room 3108, 31F, 333, Section 1, Keelung Road, Taipei 110, Taiwan. For the Republic of Korea, the entity is Synopsys

Korea, Inc., based in the Republic of Korea. For the People's Republic of China (PRC), the contracting entity is Synopsys, Inc. or Synopsys Technologies Company Limited (in this instance this Agreement is governed by the laws of the People's Republic of China ("PRC"), excluding its conflicts of laws principles; and the courts located in Shanghai, PRC have exclusive jurisdiction over any disputes arising from or relating to this agreement and each party consents to such jurisdiction and venue). For Japan, the contracting entity is Nihon Synopsys G. K., based in Japan. For any country other than those identified above, the contracting entity is Synopsys International Limited, based in Ireland.

11.18. 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.

11.19. 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.

11.20. Controlling Language. This agreement has been prepared, negotiated, and agreed in English, and English shall be the controlling language of this agreement. Any other version of this agreement in any other language has been prepared for convenience purposes only. The English version shall prevail if there is any difference between such foreign language version and the English version.

Glossary of Definitions

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) all ideas and information (such as algorithms) contained or embodied in the Licensed Products, Documentation, License Keys, or Maintenance Services; (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 (1) 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 and (2) any of your software products (in any form) that you provide to Synopsys and any authorization keys and passwords delivered in order to operate such products in connection with 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.

Delivers mean, in the context of electronic software delivery, when Synopsys makes a Licensed Product available to you for download.

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.

Dongle means a hardware device that when attached to a computer enables that computer to run a Licensed Product.

Effective Date has the meaning given on the front page of this agreement.

End User means an individual who works for you as an employee or independent contractor whose primary work location is in the designated Use Area and whom you 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, data, information, or suggestions you voluntarily provide to Synopsys (in any manner, whether in writing or orally or otherwise) regarding the Licensed Products or Documentation, 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.

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 Products means the TPT Products, other than SIG Software.

Maintenance Services means the maintenance and support services described in the Maintenance Addendum for the Licensed Products.

Open-Source Software has the meaning given in section 2.11 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, Synopsys 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.

Training Services means education in the use of Synopsys software products through standard curriculum educational services courses.

TPT Product means a Synopsys software product that is used for test design, test generation, test execution, test assessment and reporting and tracing of requirements and tests, for embedded or other software.

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 2.5.

WAN means a wide area network as referred to in section 2.5

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

MAINTENANCE SERVICES ATTACHMENT
FOR LICENSED PRODUCTS

Maintenance Services

1.1. Maintenance Services: Maintenance Services consist of the following:

- (a) Support: 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) Updates: 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.1.2. Updates to Terms. Synopsys may update its Maintenance Services terms for all Licensed Products on 60 days prior written notice, provided that these updates are applied generally to its Maintenance Services customers.

1.2. Conditions: 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.

1.3. Exclusions. 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.

1.4. Reinstatement of Maintenance Services. 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.

1.5. ViewConnect. 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.