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Rev. 10.2024

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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 SYNOPSIS 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](http://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. 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.

5.2. Updates to Terms: 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. 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.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. Training Services: Synopsys offers Training Services, which may be purchased and ordered through the online registration system found at [www.synopsys.com](http://www.synopsys.com).

## 6. Confidentiality

6.1. Confidentiality Obligations: 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. 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.

6.3. 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.

## 7. Term and Termination

7.1. Term of Agreement: 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 shall remain familiar 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 and/or technology 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. 428/2009, 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.

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 Korea, Inc., Synopsys Technologies Company Limited 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 the Americas, Israel 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 the Republic of Korea, the distributing Synopsys entity is Synopsys Korea, Inc., based in the Republic of Korea. For products used or services provided in the People's Republic of China (PRC), the distributing Synopsys entity is Synopsys Technologies Company Limited or Synopsys International Limited. For products used or services provided in Russia, the distributing Synopsys entity is Synopsys LLC (Moscow) or Synopsys, Inc. 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

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:

(a) 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;

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

(c) 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;

(d) 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

(e) 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.

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