

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 you 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 FePerUse 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.

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

TERMS AND CONDITIONS

1. Products and Services

1.1. The Synopsys products and services that you license or purchase under this agreement are identified in the Purchasing Agreement 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 ~~an~~ software products (including Implementation IP and Verification IP), other than DesignWare FeePerUse Cores, marketed by Synopsys under the brand name "DesignWare".

Licensee agrees that all Open Source Software shall be and shall remain subject to the terms and conditions under which it is

5.1. MaintenanceServices Maintenance Services consist of the following:

- (a) Support Synopsys will provide you with access to SolvNet and online Documentation, and will use

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 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 Agreement in effect at that time will also terminate. When this 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

- (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

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 shall be entitled to recover its reasonable attorneys' fees and costs. EMC 4 Tw Tc -

ARC Software Development Products 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

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

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) prices, discounts, payment terms, and other information in the Purchasing Agreement; (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 Terms and Conditions.

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

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

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

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ATTACHMENT FOR DESIGNWARE FEE-PER-USE CORES

1. Core Related Software and Services

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

- (a) DesignWare FeePerUse 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 gatelevel 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

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

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. Fees and Royalties 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. Royalty Reporting and Payment 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 license IC that you sold, distributed, or otherwise disposed of during that

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 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 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 4(y)sl502 Tc -0.002 Tw 9.96 -0 0 9.96 36.12 621.96 Tm [()-2(a)()Tj ETf

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.

Reuse means an additional Use of any aspect of the Core Software in a new Licensee IC (i.e. one that functions differently from the IC that was the subject of the initial Use, such as an IC that implements a change in timing, electrical or power specifications, retargeting to a different process technology or other changes in form, features or functionality); provided, however, that "Reuse" specifically excludes any Use: (a) in connection with a revised version of an IC that was the subject of the initial Use for which you have already obtained a paid-up license, where the only change is to implement bug fixes or error corrections in an IC and (b) in connection with a new IC that uses the same physical GDSII as the IC that was the subject of the initial Use and for which you have already obtained a paid-up license (a r J0.308(i)er,e case of a bo8(er)d out optio8(er)).

Use means, with respect to a specific Licensee IC a single Instantiation of a DesignWare Core in that specific Licensee IC