MICROCHIP IS WILLING TO LICENSE THE ACCOMPANYING TECHNOLOGY AND DOCUMENTATION TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE FOLLOWING TERMS. TO ACCEPT THE TERMS OF THIS LICENSE, CLICK "I ACCEPT" AND PROCEED WITH THE DOWNLOAD OR INSTALL. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, CLICK "I DO NOT ACCEPT," AND DO NOT DOWNLOAD OR INSTALL THE LICENSED TECHNOLOGY, RETURN THE LICENSED TECHNOLOGY TO MICROCHIP, AND THE FEES PAID THEREFORE (IF ANY) WILL BE REFUNDED TO YOU.

THIS AGREEMENT FOR THE LIBERO SOC DESIGN SUITE INCLUDES THE FOLLOWING (COLLECTIVELY "THE AGREEMENT"):

1) THE MICROCHIP NON-EXCLUSIVE LICENSE AGREEMENT FOR LIBERO SOC DESIGN SUITE;
2) SYNOPSYS SOFTWARE LICENSE AGREEMENT FOR SYNPLIFY AE, SYNPLIFY PRO ME, AND IDENTIFY ME SOFTWARE PRODUCTS (EXHIBIT A);
3) SIEMENS END USER LICENSE AGREEMENT FOR MODELSIM AND QUESTASIM SOFTWARE (AVAILABLE AT http://www.mentor.com/eula OR SUCCESSOR SITE), WHICH MAY BE UPDATED AT ANY TIME WITHOUT NOTICE; AND
4) THE THIRD-PARTY LICENSE AGREEMENTS, COPYRIGHT NOTICES, AND SOURCE ACKNOWLEDGEMENTS FOR PRODUCTS INCLUDED WITH THE LIBERO SOC DESIGN SUITE LOCATED IN THE RELEASE NOTES FOR THE LIBERO SOC DESIGN SUITE, WHICH MAY BE UPDATED OR MODIFIED AT ANY TIME WITHOUT NOTICE.

MICROCHIP NON-EXCLUSIVE LICENSE AGREEMENT
FOR THE LIBERO SOC DESIGN SUITE

This Microchip Non-Exclusive License Agreement for the Libero SoC Design Suite is a contract between you, your Affiliates, heirs, successors and assigns (collectively, "**Licensee**") and Microchip Technology Incorporated, a Delaware corporation, with a principal place of business at 2355 W. Chandler Blvd., Chandler, AZ 85224-6199, and its Affiliates including Microchip Technology Ireland Limited and Microsemi SoC Corp. (collectively, "**Microchip**" or "**Licensor**" or "**Company**") for the accompanying Microchip Licensed Technology and Documentation, as defined below, as of the date you click "I Accept" (the "**Effective Date**").

1. **Definitions.** As used in this Agreement, the following capitalized terms have the meanings defined below:

   a. **"Affiliates"** means any entity which directly or indirectly controls or is controlled by or is under common control with Licensee. For purposes of this definition, "**control**" means having more than 50% (or the maximum percentage allowed by applicable foreign ownership rules or regulations) of the authority, power, or outstanding securities representing the right to manage the person or entity or to vote for the election of directors or other governing authorities. An entity is an Affiliate only for the period during which such control exists.

   b. **"Components"** means the embedded software, firmware, functional cores and macros, intellectual property cores, and any updates thereto and derivatives thereof included with or in the Tool; however, to be clear, this definition does not include any software, firmware, functional cores and macros, or intellectual property cores (or updates to or derivatives thereof) listed in the "**FPGA IP Cores License List**" in the Release Notes for the Libero SoC Design Suite, which are covered by a separate license agreement. More information can be found at www.microchip.com/libero.

   c. **"Documentation"** means any and all accompanying documentation, including images and any other graphic resources, provided by Microchip for the Licensed Technology.

   d. **"Licensed Technology"** means the Tool and the Components.

   e. "**Licensee Products**" means Licensee products that use or incorporate Microchip Products.

   f. "**Microchip Products**" means Microchip field-programmable gate arrays devices.

   g. "**Object Code**" means the software computer programming code that is in binary form (including related documentation, if any), and error corrections, improvements, modifications, and updates thereto.

   h. "**Open-Source Components**" means components of the Licensed Technology that are subject to the terms of an Open Source License.

   i. "**Open Source License**" means any software license approved as an open source license by the Open Source Initiative or any substantially similar license.

   j. "**Source Code**" means the software computer programming code that may be printed out or displayed in human readable form (including related programmer comments and documentation, if any), and error corrections, improvements, modifications, and updates thereto.

k. **"Tool"** means the Libero SoC Design Suite, SmartHLS Compiler, their associated binaries, and any updates or modifications thereto.

2. **License Grant.** Subject to Licensee's compliance with the terms of this Agreement, including payment of the appropriate license fees (if any), Microchip hereby grants strictly to Licensee a limited, revocable, non-exclusive, non-transferable, royalty-free license:

    a. **For the Tool to**: evaluate, access, and run in connection with the design and support of Licensee Products;

    b. **For the Components to**:
       i. Evaluate, access, and run in connection with the design of Licensee Products,
       ii. use and copy in connection with the design and support of Licensee Products,
       iii. modify any Microchip Source Code provided as part of the Components, and
       iv. design, test, integrate into, and support Licensee Products; and

    c. **For the Licensee Products to**: distribute and sell.

For purposes of clarity, (i) the Tool may <u>not</u> be embedded into any products, including Licensee Products, unless explicitly stated in the relevant Documentation; and (ii) except as otherwise specified in the Documentation relating to the particular Component, if the license purchased is a floating license, Licensee may use the Licensed Technology locally or globally within a secured local or wide area network.

3. **Documentation License Grant.** Subject to Licensee's compliance with the terms of this Agreement, Microchip hereby grants strictly to Licensee a limited, revocable, non-exclusive, non-transferable, worldwide license to use the Documentation in support of Licensee's authorized use of the Licensed Technology as provided herein.

4. **Compensation.**
    a. **Payment Terms.** All monetary amounts for the rights set forth in this Agreement, if any, are non-refundable, refer to U.S. dollars, and are due and payable on the applicable due date. If any amount payable under this Agreement is not paid by the applicable due date, then, in addition to any other remedies Microchip may have, Licensee will pay interest on such amount at a per annum rate of eighteen percent (18%) (or, if less, the maximum rate permitted by applicable law) for the period between the due date and the date Microchip receives payment of such amount. Such late charge is due and payable by Licensee at the end of each month following the due date of such past due amount until such past due amount has been paid in full. The parties agree that such late charges are administrative in nature and are intended to defray Microchip's costs in processing and handling late payments. Licensee understands that it may be billed by any Microchip entity.

    b. **Taxes**. In addition to the license fees and other charges set forth in this Agreement, Licensee shall pay all taxes, duties, and levies imposed by all foreign, federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, other than taxes imposed or based on Microchip's net income. All amounts payable by Licensee hereunder must be paid without deduction or withholding for or on account of any present or future tax, levy, impost, fee, assessment, deduction, or charge by any taxing authority. If Licensee is required by law to deduct or withhold any taxes, levies, imposts, fees, assessments, deductions, or charges from or in respect of any amounts payable hereunder to Microchip: (i) Licensee shall pay the relevant taxation authority the minimum amounts necessary to comply with the applicable law; (ii) Licensee shall make such payment prior to the date on which interest or penalty is attached thereto, and provide appropriate documentation evidencing the timely payment of such tax as assessed by the appropriate authority of such government; and (iii) the amounts payable hereunder will be increased as may be necessary so that after Licensee makes all required deductions or withholdings, Microchip will receive from Licensee amounts equal to the amounts it would have received had no such deductions or withholdings been required. Licensee will defend, protect, and indemnify Microchip from and against the collection or assessment of any tax against Microchip for which Licensee is responsible for under this Agreement.

5. **Third Party Requirements.** The Licensed Technology licensed under this Agreement may contain or be derived from materials licensed by Microchip from third parties, including but not limited to (i) Exhibits A and B attached and (ii) any standards-setting organizations' requirements particularly with respect to any security software, local encryption laws, and the like. Licensee agrees to comply with all third-party license terms and requirements applicable to the use of any third-party software, specifications, systems, or tools. Microchip is not and will not be responsible in any manner for Licensee's failure to comply with any applicable third-party license terms or requirements. SUCH THIRD PARTIES DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF SUCH MATERIALS IN CONNECTION WITH THEIR SOFTWARE, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If Licensee has any issues with the third-party materials, Licensee will contact Microchip, not the third party. Any such third party may enforce the provisions of this Agreement to the extent such third-party materials are affected. Any limitation of liability set forth in this Agreement also applies to all such third parties; Microchip and third-party limitations of liabilities are not cumulative. All such third parties are intended beneficiaries of this Agreement.

6. **Open-Source Components.** Notwithstanding the license grant in Section 2 above, Licensee acknowledges that the Licensed Technology contains Open-Source Components. Such Open-Source Components are included in the Licensed Technology, including in the corresponding Licensed Technology's Release Notes available at https://www.microchip.com/libero or any successor site. To the extent required by any Open Source License, the terms of such Open Source License apply in lieu of the terms of this Agreement. To the extent

the terms of the Open Source Licenses prohibit any of the restrictions in this Agreement with respect to such Open-Source Components, the restrictions in this Agreement will not apply to the relevant Open-Source Component.

7. **Licensee Obligations**. Except as expressly permitted by this Agreement, Licensee will not: (1)(a) engage in unauthorized use, modification, disclosure, or distribution of Licensed Technology or Documentation, or its derivatives; (b) merge the Licensed Technology with any other software; (c) use the Licensed Technology to derive logic structures, logic equivalent meta formats, or architectural concepts; (d) conduct any benchmark testing using all or any part of the Licensed Technology; (e) use all or any portion of the Licensed Technology, Documentation, or its derivatives except in conjunction with Microchip Products or Licensee Products; (f) remove or alter any copyright or other proprietary rights notice posted in any portion of the Licensed Technology or Documentation; (g) use the Licensed Technology with any software or other materials that are subject to licenses or restrictions (e.g. Open Source Licenses) that, when combined with the Licensed Technology would require Microchip to disclose, license, distribute, or otherwise make all or any part of the Licensed Technology available to anyone; or (g) reverse engineer (by disassembly, decompilation, or otherwise) Licensed Technology or any portion thereof or attempt to reconstruct, identify, or discover any source code, underlying ideas, or underlying user-interface techniques or algorithms of the Licensed Technology or disclose any of the foregoing ("**Restricted Activities**") or (2) allow, instruct, request, or otherwise direct any third party to assist Licensee in a Restricted Activity. If a jurisdiction in which Licensee accesses the Licensed Technology gives Licensee a specific mandatory right under statute or law to undertake or request to have undertaken any of the foregoing Restricted Activities set forth in this Section, regardless of this license restriction and the other obligations set forth in this Agreement, then Licensee must first immediately notify Microchip in writing prior to Licensee or a third party at Licensee's direction undertaking any of the foregoing Restricted Activities for the purpose permitted by such statute or law, and Microchip may, in its discretion, undertake the Restricted Activity(ies) on Licensee's behalf or agree to negotiate terms and conditions with Licensee on such use of the Licensed Technology to ensure that Microchip's and/or its licensor's proprietary rights are protected. Licensee will defend, indemnify, and hold Microchip and its subsidiaries harmless from and against any and all claims, costs, damages, expenses (including reasonable attorney's fees), liabilities, and losses, including without limitation: (x) any claims directly or indirectly arising from or related to the use, modification, disclosure, or distribution of the Licensed Technology, Documentation, or any related intellectual property rights; (y) the use, sale, or distribution of Licensee Products; and (z) any breach of this Agreement. In the event that a breach of this Agreement by Licensee is caused by a Licensee Affiliate, the entity that clicked-to-accept this Agreement will hold harmless and indemnify Microchip against any and all loss, liability, costs, damages, expenses (including the reasonable fees of lawyers and other professionals) suffered as the result of such breach.

8. **Confidentiality**.
    a. **Confidential Information**. Licensee agrees that the Licensed Technology (including but not limited to the Source Code, Object Code, and library files, if provided) and its derivatives; Documentation; underlying inventions, algorithms, and know-how; ideas relating to the Licensed Technology and the Documentation; and any other non-public business or technical information disclosed by Microchip to Licensee are confidential and proprietary information belonging to Microchip and its licensors ("**Confidential Information**"). Licensee may use Confidential Information only as necessary to exercise its rights and perform its obligations under this Agreement and must take all reasonable measures to protect the secrecy of and avoid unauthorized access, disclosure, and use of Confidential Information. Such measures include, but are not limited to, the highest degree of care that Licensee uses to protect its own information of a similar nature, but not less than reasonable care. Licensee may disclose Confidential Information only to its employees, subcontractors, consultants, auditors, and representatives (collectively, "**Representatives**") who have a need to know such information and who have use and confidentiality obligations to Licensee at least as restrictive as those set forth in this Agreement. Licensee is responsible for disclosure or misuse of Confidential Information by its Representatives. Use of Confidential Information for the benefit of a third party or to compete with Microchip, whether directly or indirectly, is a breach of this Agreement. Licensee will notify Microchip in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information that comes to Licensee's attention. The Confidential Information obligations of this Section 8(a) do not apply to information that Licensee can show: (i) is or becomes publicly available without breach of this Agreement and through no fault of Licensee; (ii) is or becomes known to Licensee from a source other than Microchip without restriction and without a breach of this Agreement or a violation of Microchip's rights, as demonstrated by credible evidence in existence at the time of disclosure; or (iii) is independently developed by Licensee without use of or reference to the Confidential Information, as demonstrated by credible evidence in existence at the time of independent development. Licensee may disclose Confidential Information to the extent required under law, rule, or regulation (including those of any national securities exchange), by subpoena, civil investigative demand, or similar process, or by a court or administrative agency (each a "**Requirement**"), provided that, to the extent permitted by applicable law, Licensee provides prompt notice of such Requirement to Microchip to enable Microchip to seek a protective order or otherwise prevent or restrict such disclosure. Licensee must otherwise maintain the confidentiality of the information and agrees that disclosure pursuant to a Requirement does not, by itself, qualify as an exception to its confidentiality obligations.

    b. **Return of Materials**. Upon Microchip's request or termination of this Agreement, Licensee must promptly return or destroy the Confidential Information, or any portion thereof, including any physical information or materials provided to Licensee (together with any copies, excerpts, syntheses, CD ROMS, diskettes, etc.), and, in the case of information derived therefrom, provide written certification that all the Confidential Information has been expunged from any such materials or that all such materials have been destroyed. Further, if Licensee or its affiliates become competitors of Microchip, and Microchip notifies Licensee in writing of its status as a competitor in a given market, then Licensee must promptly engage in the return and certification process described above in this Section 8(b).

9. **Ownership of Proprietary Rights; Feedback**.
    a. **Ownership of Licensed Technology**. Microchip and its licensors retain all rights, title, and interest in and to its intellectual property in the Licensed Technology, the Documentation, and all other pre-existing Microchip background intellectual property, including any underlying technology and all copies and derivative works thereof (except as stated in Section 9(b) below). Licensee acknowledges

and agrees that the Licensed Technology and Documentation are being licensed and not sold to Licensee, and except for the express license grants set forth in this Agreement, no transfer is made or intended by this Agreement to the Licensed Technology or Documentation.

b. **Ownership of Licensee Modifications to Licensed Technology**. Subject to Microchip's rights, title, and interest in and to the underlying Licensed Technology, Licensee retains all rights, title, and interest in and to its intellectual property in (i) any modifications and derivative works of the Licensed Technology made by Licensee as permitted by this Agreement; (ii) Licensee Products; and (iii) any pre-existing Licensee intellectual property, including any underlying technology and all copies and derivative works thereof. Licensee hereby grants to Microchip a license to use, reproduce, incorporate into the Licensed Technology, and otherwise commercially exploit any of Licensee's modifications and derivative works of the Licensed Technology; Licensee is not obligated to disclose any modifications or derivative works of the Licensed Technology to Microchip.

c. **Feedback**. Licensee agrees that Microchip may use any comments and suggestions requesting fixes, enhancements, improvements or other modifications to the Licensed Technology and/or Documentation that Licensee suggests to Microchip ("Feedback"). Licensee agrees that Microchip will be free to incorporate and otherwise use the Feedback for any and all commercial or non-commercial purposes, provided, however, that Microchip shall in no circumstances associate Feedback with Licensee. To avoid any doubt, it is clarified that Microchip may use the Feedback that Microchip receives from Licensee in the improvement, development, and commercialization of Microchip products and technology.

10. **Termination of Agreement**. If the Licensed Technology was provided for limited-term use, this Agreement automatically expires at the end of the authorized term. Without prejudice to any other rights, this Agreement terminates immediately, without notice by Microchip, upon a failure by Licensee to comply with any provision of this Agreement. Upon termination, Licensee must immediately stop using the Licensed Technology, Documentation, and all derivatives thereof, and immediately destroy all copies.

11. **Warranty Disclaimers**. Microchip warrants that for a period of 90 days after the initial delivery of the Licensed Technology that the Licensed Technology will substantially conform to Microchip's published specifications for the Licensed Technology (as of the date of installation), provided that during such period Licensee properly uses the Licensed Technology in accordance with the corresponding Documentation supplied by Microchip. In order to receive a remedy under this Section: (i) Licensee must return the defective Licensed Technology to Microchip with a written statement of defects and (ii) Microchip must confirm the Licensed Technology is defective in its sole and absolute discretion. Microchip's entire liability and Licensee's exclusive remedy under this warranty Section will be, at Microchip's option: (a) replace any defective media; (b) replace the Licensed Technology or use reasonably diligent efforts to provide Licensee with a correction of the defect; or (c) accept the return of the Licensed Technology and refund the license fee, if any, to the Licensee.

EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS SECTION, THE LICENSED TECHNOLOGY, DOCUMENTATION, AND SERVICES PROVIDED BY MICROCHIP RELATING TO THE LICENSED TECHNOLOGY (IF ANY) ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MICROCHIP AND ITS LICENSORS ASSUME NO RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, OR APPLICATION OF THE LICENSED TECHNOLOGY OR DOCUMENTATION. MICROCHIP AND ITS LICENSORS DO NOT WARRANT THAT THE LICENSED TECHNOLOGY WILL MEET REQUIREMENTS OF LICENSEE OR ANY THIRD PARTY, BE UNINTERRUPTED, OR ERROR-FREE. MICROCHIP AND ITS LICENSORS HAVE NO OBLIGATION TO CORRECT ANY DEFECTS IN THE LICENSED TECHNOLOGY. TECHNICAL ASSISTANCE, IF PROVIDED, DOES NOT EXPAND THESE WARRANTIES.

12. **Limited Liability**. IN NO EVENT WILL MICROCHIP OR ITS LICENSORS BE LIABLE, WHETHER IN CONTRACT, WARRANTY, REPRESENTATION, TORT, STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL LOSS, DAMAGE, COST, OR EXPENSE OF ANY KIND WHATSOEVER, HOWEVER CAUSED; OR ANY LOST PROFITS OR LOST DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES; OR ANY CLAIMS BY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY DEFENSE THEREOF); OR OTHER SIMILAR COSTS. The aggregate and cumulative liability of Microchip and its licensors for damages under this Agreement will in no event exceed $1000 or the amount Licensee paid Microchip for the Licensed Technology and Documentation, whichever is greater. Licensee acknowledges that the foregoing limitations are reasonable and an essential part of this Agreement.

Licensee agrees that Microchip has no control over Licensee's testing or the specific applications and use that Licensee will make of Licensee Products. The Licensed Technology is not specifically designed for use in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support systems, medical devices, or other equipment in which the failure of products could lead to death, personal injury, or severe physical or environmental damage ("**Hazardous Applications**"). LICENSEE ACKNOWLEDGES IT IS RESPONSIBLE FOR TESTING LICENSEE PRODUCTS FOR USE IN HAZARDOUS APPLICATIONS, IF ANY. NEITHER MICROCHIP NOR ITS LICENSORS WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF LICENSED TECHNOLOGY OR LICENSEE PRODUCTS IN ANY HAZARDOUS APPLICATIONS. LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS MICROCHIP AND ITS LICENSORS FROM ANY CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES, OR LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH USE OF THE LICENSED TECHNOLOGY OR LICENSEE PRODUCTS IN HAZARDOUS APPLICATIONS.

13. **General.**

   a.   **Notices**. Any notice under this Agreement is deemed given if in writing and delivered: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. For Microchip, notices must be sent to the address set forth above or to such other address as it may specify in writing, with a copy addressed to 2355 W. Chandler Blvd., Chandler, AZ 85224, USA, ATTN: Legal Department. For Licensee, notices must be sent to the address provided by Licensee, or if none is provided, to the address listed for its corporate headquarters on the internet.

   b.   **Governing Law and Jurisdiction**. THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. Licensee agrees that any disputes arising out of or related to this Agreement, Licensed Technology, or Documentation will be brought exclusively in the courts located in Maricopa County, Arizona. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this contract in any respect, including its rules on the formation of contract.

   c.   **Entire Agreement**. This Agreement and the license file sent by Microchip constitute the entire agreement between the parties with respect to the Licensed Technology and supersede and replace prior or contemporaneous written or verbal agreements or communications between the parties regarding the Licensed Technology. In the event of a conflict between this Agreement and the license file sent by Microchip, the terms of this Agreement will govern.

   d.   **Modification**. This Agreement may not be modified except by a written agreement signed by an authorized representative of Microchip.

   e.   **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision will be modified, limited, or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect, be enforceable, and as closely as possible conform to the parties' original intentions.

   f.   **Wavier**. No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of this Agreement, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

   g.   **Export**. Licensee agrees to comply with all applicable import and export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority. Licensee will not, without advance written authorization from Microchip, knowingly use or provide the Licensed Technology for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

   h.   **Survival**. The indemnities, obligations of confidentiality, and limitations on liability described in this Agreement, and any right of action for breach of this Agreement prior to termination, survive any termination of this Agreement.

   i.   **Equitable Relief**. Licensee agrees that the provisions of this Agreement regarding unauthorized use and nondisclosure of the Licensed Technology, Documentation, and related Confidential Information are necessary to protect the legitimate business interests of Microchip and its licensors and that monetary damage alone cannot adequately compensate Microchip or its licensors if these provisions are violated. Licensee, therefore, agrees that if Microchip alleges that Licensee has breached or violated any provision in this Agreement then Microchip will have the right to seek injunctive relief in addition to all other remedies at law or in equity.

   j.   **Relationship of the Parties**. The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, or other special relationship. Neither party will act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

   k.   **Force Majeure Event**. Neither Party is responsible for failure to perform, except for obligations to pay any fees due hereunder, due to circumstances beyond its reasonable control, including acts of God, war, riot, terrorism, pandemic, embargoes, material shortages, industrial slowdowns and disturbances, acts of civil or military authorities, fire, floods, or strikes (each a "**Force Majeure Event**"). In the event of a Force Majeure Event, the applicable period of time for performance by the party experiencing the Force Majeure Event may be deferred for a period of time equal to the delay attributable to the Force Majeure Event.

   l.   **Assignment**. This Agreement binds and inures to the benefit of the parties and their permitted successors and assigns. Licensee may not assign this Agreement in whole or in part, whether by operation of law or otherwise, without Microchip's prior written consent. Any merger, consolidation, amalgamation, reorganization, transfer of all or substantially all assets, or other change in control or majority ownership ("**Change of Control**") is considered an assignment for the purpose of this Section. Any attempt to assign this Agreement without consent is null and void. Microchip may assign this Agreement to an affiliate or to another entity at any time without notice to Licensee.

   m.   **Defined Terms in this Agreement.** For purposes of clarity, any term defined above that appears in any attached Exhibit will not be given the same definition. Such terms will be uniquely defined in the specific Exhibit below; or, if not, will retain their plain meaning. Any references to "**Actel**" or "**Microsemi**" are synonymous with Microchip.

n.   **U.S. Government Restricted Rights.** Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Licensed Technology and Documentation are being licensed to U.S. Government end users (a) only as Commercial Products and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of the applicable Microchip licenses. To the extent the Licensed Technology (or a portion thereof) qualifies as 'technical data' as such term is defined in 48 C.F.R. § 252.227-7015(a)(5), then its use, duplication or disclosure by the U.S. Government is subject to the restrictions set forth in subparagraphs (a) through (e) of the Rights in Technical Data clause at 48 C.F.R. § 252.227-7015. Contractor/manufacturer is Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85224-6199.

If Licensee has any questions about this Agreement, please write to Microchip Technology Inc., 2355 W. Chandler Blvd., Chandler, AZ 85224-6199 USA. ATTN: Marketing.

License Rev. No. 10-121225

EXHIBIT A: Synopsys Software License Agreement for Synplify AE, Synplify Pro ME, and Identify ME Software Products

SYNOPSYS END-USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This is a legal agreement between you and the contracting Synopsys entity identified below ("Synopsys"). 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. In such event, "you" refers to your company. YOU MUST READ AND AGREE TO THE TERMS OF THIS AGREEMENT BEFORE ANY LICENSED PRODUCT CAN BE DOWNLOADED OR INSTALLED OR USED. BY CLICKING ON THE "ACCEPT" BUTTON OF THIS AGREEMENT, OR BY DOWNLOADING, INSTALLING OR USING A LICENSED PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU SHOULD EXIT THIS PAGE AND NOT DOWNLOAD OR INSTALL OR USE ANY LICENSED PRODUCT. BY DOING SO YOU FOREGO ANY IMPLIED OR STATED RIGHTS TO DOWNLOAD OR INSTALL OR USE A LICENSED PRODUCT AND YOU MAY RETURN IT TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND (IF APPLICABLE).

1. Products and Services

This agreement applies to the following:

(a) **Licensed Product(s)**, which means the Synopsys software product(s) that Microchip Technology Inc. or its subsidiaries ("Microchip") are permitted to distribute to you subject to the terms of this agreement.

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

2. Licenses

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

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

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

(c) allow your End Users to use the Licensed Product and Design Techniques, during the License Term, solely for the purpose of creating, modifying, and simulating your own Designs;

(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 <u>Evaluation Licenses</u>: If you obtain an evaluation license for a Licensed Product, you will have the same license rights as described above except that you may use the Licensed Product only for the purpose of evaluating it and deciding whether to purchase a license to use it for production purposes. You shall not use the Licensed Product to design any integrated circuits for production or pre-production purposes or any other commercial use including, but not limited to, for the benefit of your customers. If you breach the forgoing restrictions, then you shall pay to Synopsys a license fee equal to Synopsys's perpetual list price plus maintenance for the commercial version of the Licensed Product. You agree that damages for such a breach would be difficult to assess, and such payment represents a reasonable assessment of the potential damage to Synopsys. You recognized and agree that this amount is a reasonable, liquidated amount and not a penalty. Also, evaluation copies of Licensed Products are provided "AS IS". Therefore the warranty and indemnification provisions in this agreement do not apply to evaluation licenses.

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

2.4 <u>Open Source Software</u>: The Licensed Product may be delivered with software that is subject to open source licensing terms ("Open Source Software") which are available at http://www.synopsys.com/sbgproducts_license_agreement/. If the Open Source Software license also requires source code to be made available, Licensee may reference http://www.synopsys.com/sbgproducts_license_agreement/ for information on how to obtain such source code. 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 AN 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 ECLIPSE 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.

2.5 <u>End Users</u>: You may designate any of your employees whose primary work location is in the designated Use Area as End Users. You may designate an independent contractor as an End User only if the independent contractor (a) has a demonstrable need to use the Licensed Product in order to perform the job functions you have assigned to him; (b) has signed a binding agreement with you to abide by the restrictions on your use of the Licensed Product and Documentation and your confidentiality obligations regarding the Licensed Product and Documentation; and (c) is not an employee or agent of, or otherwise affiliated with, any Synopsys Competitor.

2.6 <u>Intentionally left blank</u>.

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

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

2.9 <u>Restrictions</u>: You may not (and may not allow anyone else to):

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

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

License Rev. No. 10-121225

(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 to enable unauthorized copies of a License Key);

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

(e) use a Licensed Product or its output to create, modify, or simulate Designs for third parties or to develop or enhance any product that competes with a Synopsys product;

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

(g) 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

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

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

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

2.11 Transfers and Assignments: You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from Synopsys. If you attempt to transfer or assign any of your license rights without Synopsys's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement). For purposes of this Section 2.11 , a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you and one or more third parties where your 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 The Licensed Product communicates with Synopsys servers for the purpose of providing software updates, detecting software piracy and verifying that you are using the Licensed Product in conformity with the applicable License Key for such Licensed Product. Synopsys will use information gathered in connection with this process to deliver software updates and pursue software pirates and infringers.

3. Delivery

3.1 Delivery: On behalf of Synopsys, Microchip will deliver the Licensed Products along with the corresponding Documentation to you.

3.2 Tangible Media: When Microchip delivers Licensed Products to you on tangible media, the media may contain other software programs in addition to the Licensed Products. If it does, this license to use Licensed Products (and the License Keys for the Licensed Products) do not apply to these other software programs.

4. Fees and Payment

4.1 Fees: If Microchip charges you a fee for the Licensed Product, that shall be subject to a separate agreement between you and Microchip.

5. Services

5.1 Maintenance Services: Maintenance Services for the Licensed Product shall be subject to a separate agreement between you and Microchip. Synopsys shall have no obligation to provide to you any maintenance services whatsoever under this Agreement.

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 (a) the other party has given its specific and express prior written approval, (b) the disclosure is expressly allowed under this agreement, or (c) 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 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. A substantial deviation of a Licensed Product from the specifications in the corresponding Documentation 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.

7.2 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 Design Techniques, (ii) promptly return to Synopsys or destroy all copies of the Licensed Products and Documentation 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, 6, 7.2, 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.

License Rev. No. 10-121225

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: This is the only warranty Synopsys provides for the Licensed Products. Except for this warranty, all Licensed Products, Documentation, and Design Techniques are provided "AS IS". Synopsys disclaims all other warranties (express, implied, or statutory), including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising from a course of dealing or usage of trade.**

9. Infringement Claims

9.1 Indemnity: Synopsys will, at its own expense, defend (or at its option, settle) any claim asserted against you by a third party that any Licensed Product you obtained from Synopsys under this agreement 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 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 give Synopsys sole control and authority over the defense and settlement of the claim; and
  (c) 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 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 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.

10.4 Export Controls: You agree that the goods, software, and technology subject to this agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regulations of the U.S. Department of Treasury, Office of Foreign Asset Controls and that you will comply with these laws and regulations. Without limiting the foregoing, you will not, without a U.S. Bureau of Industry and Security license or license exception, (i) export, re-export, or transfer any technology, software, or source code subject to this agreement, either directly or indirectly, to any national of any country identified in Country Groups D:1 or E:2 as defined in the EARs, or (ii) export to any country identified in Country Groups D:1 or E:2 the direct product of the technology, software or source code, if such foreign produced product is subject to the national security controls as identified on the Commerce Control List ("CCL"). In addition, goods, software and any technology subject to this agreement may not be exported, reexported, or transferred to (a) any person or entity listed on the "Entity List", "Denied Persons List" or the list of "Specifically Designated Nationals and Blocked Persons" as such lists are maintained by the U.S. Government, or (b) an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

10.5 <u>Governing Law; Jurisdiction</u>: 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.

10.6 <u>Notices</u>: 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.

10.7 <u>Waivers</u>: 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.

10.8 <u>Independent Contractors</u>: 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.

10.9 <u>Severability</u>: 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.

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

10.11 <u>Remedies</u>: 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.

10.12 <u>Force Majeure</u>: 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.

10.13 <u>Construction</u>: 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.

10.14 <u>Government Users</u>: 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 (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) 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.

10.15 <u>Synopsys Entities</u>: Synopsys, Inc. and its wholly-owned subsidiaries, including Synopsys International Limited, Synopsys International Limited Taiwan Branch, and Synopsys Global Kft, 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: (i) 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 (ii) delivery will be completed by the Synopsys entity or branch with distribution rights for the geographic region in which the Licensed Products will be used or service will be provided. For products used or services provided in a country in the Americas or Africa, the distributing Synopsys entity is Synopsys, Inc., based in California, USA. For products used or services provided in Taiwan, the distributing Synopsys entity is Synopsys International Limited Taiwan Branch, based in Taiwan. For products used or services provided in Hungary, Australia, Belarus, Bulgaria, Israel, Poland, the Republic of Korea, Romania, Russia, Ukraine or Vietnam, the distributing Synopsys entity is Synopsys Global Kft, based in Hungary. For products used or services provided in Japan, the distributing Synopsys entity is Nihon Synopsys Co., Ltd., 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.

10.16 <u>Entire Agreement</u>: 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.

10.17 <u>Amendments</u>: 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

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, and the License Keys,; (b) Design Techniques and all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Licensed Products, Documentation, or License Keys; (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 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; 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, and netlists.

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.

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

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

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

EST means electronic software transfer.

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

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

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

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: (i) the Licensed Product, including version number, licensed to you; (ii) the Key Server; (iii) the number of permitted Clients; and (iv) 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 has the meaning given in section 1.

Maintenance Services has the meaning given in section 1.

Open Source Software has the meaning given in section 2.4.

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

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.

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.

Use Area for a Licensed Product means any of your facilities worldwide as well as remote access thereto so long as they are on the same network, excluding Licensed Products obtained under a node-locked license as referenced in Section 2.3.

You (and variations thereof) means the entity that agrees to the terms and conditions of this agreement as the licensee.