

Synopsys Secured Research Facility: Usage Agreement

This Usage Agreement (“Agreement”) is entered into between Synopsys, Inc., a California corporation having a principal place of business at 700 E. Middlefield Rd., Mountain View, CA 94043 (“Synopsys”), and _____ (“Licensee”).

Synopsys’ Secured User Research Facility (S.U.R.F.) is located on the Corporate campus in Mountain View and provides physical and electronic facilities for interoperability testing between Synopsys and other EDA vendors in an environment designed to provide the protection of each company’s intellectual property.

Synopsys uses this specially designed and maintained space as well as security and network technology to protect both Synopsys’ and other parties’ confidential information from unauthorized access or use. To insure the success of the S.U.R.F. facility, it is important that all of the terms herein be followed.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Documentation" means any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided for use with the Licensed Product.
- 1.2 “Licensed Product” means the software and intellectual properties of Licensor specified in Exhibit B hereto, as installed on the machine(s) located in the S.U.R.F. facility and made available to Licensee hereunder.
- 1.3 “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.
- 1.4 “Licensor” means Synopsys and any third party provider of the Licensed Product.
- 1.5 “Audit” means the process by which Licensor or Licensee verifies compliance with the terms and conditions of this Agreement. For Licensor, this audit process shall include the following: (i) a means to deny Licensee entry into the S.U.R.F. facility without advance notice; (ii) a means to schedule, within a reasonable time, representatives from Licensor to jointly enter S.U.R.F. facility with Licensee to verify compliance with the License Restrictions in Section 2.2 below; and (iii) a means to provide Licensee the opportunity to protect and remove Licensee Confidential Information from the S.U.R.F. area during the audit process. For Licensee, this audit process shall include the following: (i) a means for Licensee to determine what access codes have been used to enter the Licensee’s designated area in the S.U.R.F. facility; and (ii) access to the security logs that are maintained by the security contractor hired by Synopsys and record access to Licensee’s designated area in the S.U.R.F. facility.

2. GRANT OF RIGHTS

- 2.1 Software License. Synopsys hereby grants Licensee a limited, personal, nonexclusive, nontransferable license, without right of sublicense, to use the Licensed Product and Documentation only: (i) in the S.U.R.F. facility; (ii) on the computational node provided within the S.U.R.F. facility in accordance with the Documentation; (iii) for the sole purpose of interoperability testing and flow development from among the specified tools and flows set forth in Exhibit A hereto and for no other purpose.
- 2.2 License Restrictions. Licensee acknowledges that the scope of the licenses granted hereunder do not permit Licensee to: (i) copy or use any Licensed Product or Documentation in any manner that is not expressly allowed by the license rights stated above; (ii) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Licensed Product by any means whatever, or disclose any of the foregoing; (iii) 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); (ii)

distribute, provide, lease, lend, use for timesharing or service bureau purposes the Licensed Product and Documentation; (iii) use the Licensed Product and Documentation for the benefit of third parties, or to develop or enhance any product that competes with a Synopsys product, or allow third parties to use the Licensed Product and Documentation; (iv) modify, incorporate into or with other software, or create a derivative work of any part of the Licensed Product or Documentation; (v) to perform or disclose the results of any benchmarking of the Licensed Product (whether or not obtained with Synopsys' assistance); or (vi) employ the Licensed Product and Documentation in, or in the development of, life critical applications or in any other application where failure or malfunction of the Licensed Product or any results from the use thereof can reasonably be expected to result in personal injury, death, or catastrophic loss. In addition, Licensee agrees that it will NOT: (i) copy, remove or transfer any portion of Licensor Confidential Information accessible within the S.U.R.F. facility, including but not limited to software, libraries and documentation, via any means, outside of the area of the S.U.R.F. facility designated for use by Licensee hereunder; or (ii) install any software or other information in the S.U.R.F. area except those expressly itemized in Exhibit A hereto.

3. PAYMENT

Licensee shall pay Synopsys a license fees at a daily rate of ____ for the Licensed Product and Documentation made available at the S.U.R.F. facility, which fee shall be due and payable net 30 days from invoice date. Fees payable to Synopsys under this Agreement are exclusive of any transactions taxes (including sales, use, consumption, value-added and similar transactions taxes) which may be imposed, in accordance with applicable laws, as a result of the licenses granted by Synopsys to Licensee. Licensee agrees to bear or reimburse Synopsys for all such transaction taxes.

4. CONFIDENTIALITY

The Licensee requests and Synopsys grants access at the S.U.R.F. facility for the purpose of Licensee performing interoperability testing of the Licensed Programs in an environment designed to provide the protection of each company's intellectual property (the "Purpose"). The parties acknowledge that the discussions between Licensee and Synopsys regarding the Purpose and other information that may be disclosed hereunder, including but not limited to information learned by the receiving party from employees of the disclosing party, or through inspection of the disclosing party's documents or other property, provided that a reasonable person would believe such information to be confidential based on the circumstances under which it was disclosed, is "Confidential Information". As used herein, the term "Confidential Information" shall also mean (i) the Licensed Product, in object and source code form, the Documentation, and any related technology, idea, algorithm or information contained therein, including without limitation design techniques, and any trade secrets related to any of the foregoing; (ii) any other software or information installed on or accessible via the computational node situated in the S.U.R.F. facility; (iii) either party's product plans, costs, prices and names; non-published financial information; marketing plans; business opportunities; personnel; research; development or know-how; (iv) any information designated by the disclosing party as confidential in writing or, if disclosed orally, designated as confidential at the time of disclosure and reduced to writing and designated as confidential in writing within thirty (30) days; (v) data of Synopsys and Synopsys employees and customers, if Licensee receives such data; and (vi) the terms and conditions and existence of this Agreement; provided, however that "Confidential Information" will not include information that: (a) is or becomes generally known or available through no fault or breach of the receiving party; (b) the receiving party can demonstrate to have had rightfully in its possession prior to disclosure by the disclosing party; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; and (d) is lawfully obtained from a third party who has the right to make such disclosure. Synopsys or Licensee may require an Audit at any time and at its own expense.

The receiving party agrees to use the disclosing party's Confidential Information solely for the purposes contemplated by this Agreement and as only as necessary to exercise its rights or fulfill its obligations under this Agreement and not otherwise for its own or any other party's benefit without the prior written approval, in each instance, of the disclosing party. Without limiting the foregoing, the receiving party shall (i) at all times protect the disclosing party's Confidential Information with at least the same standard of care as it exercises to protect its own confidential information of like importance, but in no event less than reasonable care, and (ii) implement appropriate security measures to prevent any unauthorized use, disclosure, publication, or dissemination of the disclosing party Confidential Information, in addition to any precautions required under applicable law. The receiving party may disclose Confidential Information to its employees having a need to know and, if required by any judicial or

governmental order, provided that the receiving party takes reasonable steps to first give the disclosing party sufficient prior notice to contest such order. The receiving party shall promptly notify the disclosing party in the event any security breach or unauthorized disclosure occurs, or seems likely to have occurred, related to the Confidential Information. The receiving party shall reimburse the disclosing party and/or employees for any costs and damages associated with such a breach, including without limitation, attorneys' fees, costs of notifications, costs of indemnifying victims, and costs of purchasing credit protection for data subjects. At the termination of the Licensed Product term, related services, or this Agreement, whichever is earlier, the receiving party shall notify the disclosing party regarding any Confidential Information remaining in the receiving party possession and either return such information, destroy it, or retain it securely at the disclosing party's request.

Notwithstanding the expiration or termination of this Agreement, the receiving party's duty to protect the disclosing party's Confidential Information expires five (5) years from the initial date of disclosure of such Confidential Information, except that Confidential Information consisting of source code, RTL, netlists, data of Synopsys customers, or other forms of data similar in character to the foregoing shall be held in confidence until one of the exclusions specified in this Section 4 becomes applicable.

5. SYNOPSIS OWNERSHIP

Synopsys and/or its licensors own and shall retain all right, title and interest in and to the Licensed Product and Documentation, including all Intellectual Property Rights embodied therein, and Licensee shall have no rights with respect thereto other than the rights expressly set forth in this Agreement.

6. PUBLICITY

For purposes of promoting EDA industry interoperability, Licensee understands and acknowledges that Synopsys may make nominative use of the name(s) and logos of EDA companies that have utilized the S.U.R.F. facilities for testing.

7. TERMINATION

Both parties must sign this Agreement for it to take effect. This Agreement and the licenses granted hereunder shall automatically terminate when the last license to a Licensed Product expires. Synopsys may immediately terminate this Agreement and the licenses granted hereunder: (i) for cause at any time upon a default by Licensee of any provision hereof; or (ii) without cause at any time upon a failure by Licensee to participate in an Audit within seven (7) days after receiving written notification that an Audit is desired, or (iii) without cause subject to the cancellation and repayment (if applicable) of any fees properly allocated to the remaining balance of the license period in effect prior to such termination. The provisions of Section 2.2, 3 (to the extent of any unpaid balances still due and outstanding), 4, 5, 6, 7, 8, 9, and 10 shall survive any termination or expiration of this Agreement.

8. NO WARRANTY

THE LICENSED PRODUCT AND DOCUMENTATION ARE LICENSED "AS IS," AND LICENSOR MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE LICENSED PRODUCT OR DOCUMENTATION. SYNOPSIS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

9. LIMITATION OF LIABILITY

LICENSOR'S TOTAL LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES RECEIVED BY SYNOPSIS FROM LICENSEE HEREUNDER.

UNDER NO CIRCUMSTANCES, SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCT OR DOCUMENTATION, HOWEVER CAUSED, (WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE); OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE LIMITATIONS ON LICENSOR'S LIABILITY SET FORTH IN THIS SECTION 9.0 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE ASSUMES ALL RISK ARISING FROM THE USE OF THE LICENSED PRODUCTS AND DOCUMENTATION.

10. GENERAL PROVISIONS

10.1 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, excepting that body of California law governing conflicts of law. The parties expressly disclaim the application of the United Nations Convention on the International Sale of Goods to this Agreement.

10.2 Jurisdiction. The federal and state courts within Santa Clara County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being effected upon it by registered mail and sent to the address set forth at the beginning of this Agreement.

10.3 Assignment. This Agreement may not be assigned by Licensee without the prior written consent of Synopsys.

10.4 Notices. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally, by facsimile, or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set forth in this Agreement. If to Synopsys, Attention: General Counsel.

10.5 No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.6 Independent Contractors. The relationship of Synopsys and Licensee established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other or (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

10.7 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

10.8 Attorneys' Fees. The prevailing party in any action to enforce the Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.

10.9 Injunctive Relief. The parties agree that a material breach of this Agreement adversely affecting Licensor's Intellectual Property Rights in the Licensed Product, Design Techniques or Documentation would cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

10.10 No Export. In recognition of U.S. and non-U.S. export control laws and regulations, Licensee agrees that it will not export, or transfer for the purpose of reexport, any product, technical data received hereunder or the product produced by use of such technical data, including processes and services (the "Exported Product"), in violation of any U.S. or non-US regulation, treaty, Executive Order, law, statute, amendment or supplement thereto. Further, Licensee will not export the Exported Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such U.S. or non-US regulation, treaty, Executive Order, law, statute, amendment or supplement thereto. Unless an authorized representative of

Synopsys has informed Licensee in writing to the contrary, it is the responsibility of the Licensee, at Licensee's expense, to obtain all approvals and consents from any governmental or quasi-governmental entity prior to any export or reexport of the Exported Product for any reason.

10.11 Force Majeure. Except for the obligation to make payments hereunder, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental action, failure of suppliers, earthquake, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party.

10.12 Entire Agreement. This Usage Agreement, including any Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

LICENSEE

SYNOPSYS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

(To Be Completed by Licensee)

Flow Diagram (Detail the interoperability flow to be tested. Use additional pages if necessary.)

Product Listing (Specify which products and version numbers are to be installed for testing)
