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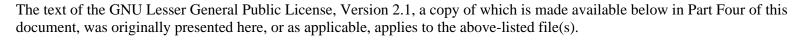useful, but WITHOUT ANY WARRANTY; without even the implied warranty of
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Products and Services
1.1. The Synopsys products and services that you may license or purchase under this agreement are identified in the Purchasing Agreements that you and Synopsys enter into from time to time under this agreement. These products and services may include (but are not limited to):
(a) DesignWare, which means any software products (including Implementation IP and Verification IP), other than DesignWare Fee-Per-Use Cores, marketed by Synopsys under the brand name "DesignWare".
(b) Licensed Software, which means a Synopsys software product other than DesignWare and DesignWare Fee-Per-Use Cores.
(c) Maintenance Services, which means the software maintenance and support services described in section 5.
(d) Training Services, which means education in the use of Synopsys software products through standard curriculum educational services courses.
1.2. The term "Licensed Products" means Licensed Software and DesignWare.
1.3. Additional terms and conditions (beyond those stated here and in any attached supplements) may apply to certain Licensed Products. When ordering these Licensed Products, you will be given an opportunity to review the additional terms and conditions that must be accepted for you to receive the Licensed Products. If the additional terms and conditions conflict in any way with the terms and conditions stated here, the additional terms and conditions will prevail.
Licenses
1.4. Your License Rights: When you purchase a license (other than an evaluation license) to a Licensed Product, upon its delivery you will have a 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 (in the case of DesignWare, this includes validating, testing, and simulating Designs, electronic circuits and devices);
(d) in the case of DesignWare, share Design Databases with a Licensed Design Partner only to allow the Licensed Design Partner to work cooperatively on your Design to the extent permitted by its own DesignWare license (but not sublicense or assign any of your rights in the DesignWare to such Licensed Design Partner);
(e) in the case of ARC Software Development Products, use this Licensed Product, during the License Term, solely for the purpose of creating, debugging, and profiling executable software source code for execution on a System-on-Chip with an embedded ARC microprocessor or on a model of such System-on-Chip;
(f) in the case of ARC MQX Products, until you discontinue the sale and distribution of the applicable ARC MQX Licensee Products, use the ARC MQX Products to (i) customize the Board Support Package Features in the ARC MQX Product solely as necessary for use with your ARC MQX Licensee Product; (ii) create and support an ARC MQX Licensee Executable; (iii) if you have purchased a license to the "closed system license" version of an ARC MQX Product, then you may distribute, solely in or with an ARC MQX Licensee Product, an ARC MQX Licensee Executable that does not expose, directly or indirectly, any APIs of the ARC MQX Product; and (iv) if you have purchased a license to the "binary" version of an ARC MQX Product, then you may additionally distribute to ARC MQX End Customers only that portion of the Documentation necessary for ARC MQX End Customers to access the APIs, provided that such ARC MQX End Customers are obligated not to expose any of the APIs to their customers or any other third parties.
(g) make a reasonable number of copies of the Licensed Product solely for backup or archival purposes; and
(h) 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.

1.5. Implementation IP License: In addition, when you are granted a license to any Implementation IP, you will have a nonexclusive right to:

(a) integrate the Implementation IP into your Designs to create one or more Integrated Designs;

(b) make, use, and sell physical implementations (commonly referred to as semiconductor chips) of one or more of the Integrated Designs;

(c) distribute the Implementation IP in netlist or GDSII format as part of any of your Integrated Designs to any third party that provides foundry services to you, solely for the purpose of having that foundry make physical implementations of one or more of entire Integrated Designs of yours, as long as the third-party foundry is subject to confidentiality obligations regarding the Implementation IP that are no less restrictive than the confidentiality obligations in this agreement; and

(d) if you purchased from Synopsys the right to use certain Implementation IP in source code format, you may modify that Implementation IP in support of your development of Integrated Designs.

1.6. Node-Locked License. If you have obtained the Licensed Product under a node-locked license, then a "node" refers to a specific machine and the 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.

1.7. Evaluation Licenses: If you obtain an evaluation license for a Licensed Product, you will have the same license rights as described above except that you may use the Licensed Product only for the purpose of evaluating it and deciding whether to purchase a license to use it for 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.

1.8. End Users: You may designate any of your employees whose primary work location is in the designated Use Area as End Users.

1.9. Use Area; Telecommuting Employees; Use Over a WAN: You must ensure that your End Users use the Licensed Product only when they are in the designated Use Area, except that any End User who is your employee, whose primary work location is in the designated Use Area, and whose primary residence is within 50 miles of the designated Use Area, may access the Licensed Product from his primary residence through a secure network that requires a secure ID card or other more protective security safeguards. If you have purchased the right to use a Licensed Product over your wide area network (commonly referred to as a "WAN"), then unless the Purchasing Agreement states otherwise, the Licensed Product may be used by your End Users who are located at any of your facilities worldwide (if you purchased the right to use over a global WAN) or at any of your facilities on the same continent on which your Key Server is located (if you purchased the right to use over a continental WAN). This section 2.6 does not apply to Licensed Products obtained under a node-locked license as referenced in section 2.3.

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

1.11. Conditions: 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 and conditions of this agreement. When the License Term expires, your license rights also expire and you may no longer use the Licensed Product.

1.12. Restrictions: 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;

(c) tamper with, or attempt to circumvent or disable, any License Key (this includes, for example, resetting the CPU time in order to extend the License Term, or using a false host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a License Key);

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

application service provider model) any Licensed Product;

(e) use a Licensed Product (except ARC MQX Products) or its output to create, modify, or simulate Designs for third parties;

(f) use a Licensed Product or its output to develop or enhance any product that competes with a Synopsys product;

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

(h) disclose the results of any benchmarking of a Licensed Product (whether or not the results were obtained with assistance from Synopsys) to any third party; or

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

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.

1.13. 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.

1.14. Transfers and Assignments: You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from Synopsys. If you attempt to transfer or assign any of your license rights without Synopsys's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement). For purposes of this section 2.11, a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either (i) your or a Parent Entity's assets or (ii) the stock or other equity interests entitled to vote for your or a Parent Entity's directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you or a Parent Entity and one or more third parties where your or a Parent Entity's stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing authority of the surviving entity.

1.15. Open Source Software: The Licensed Product may be delivered with software that is subject to open source licensing terms ("Open Source Software"), which terms are available upon request. Certain Open Source Software licenses require that source code be made available upon request. Licensee may request a copy of such source code by post to Synopsys at: Synopsys, Inc., Attention: Open Source Software Requests, 690 East Middlefield Road, Mountain View, California 94043, USA. Licensee agrees that all Open Source Software shall be and shall remain subject to the terms and conditions under which it is provided. The Open Source Software is provided "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND SYNOPSYS FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OPEN SOURCE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SYNOPSYS NOR THE LICENSORS OF OPEN SOURCE SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Copyrights to the Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

Order and Delivery

1.16. Ordering Synopsys Products: You may order the products and services identified in the Purchasing Agreements at any time by submitting an order to Synopsys through Synopsys's on-line ordering system or as otherwise directed by Synopsys. When using Synopsys's on-line ordering system, you shall be responsible for ensuring that all information you provide is accurate and complete and that any person placing an order on your behalf has your authority to do so. Once you submit an order, you may not cancel or change it. Your order must indicate which products and services you want to purchase (including, in the case of Licensed Products, the type of license, the quantity, the License Term or in the case of ARC MQX Products the applicable ARC MQX Licensee Product, the location(s) of your facility(ies) where the Licensed Products may be used (we may refer to this as the "Authorized Sites" in a Purchasing Agreement), and any other information Synopsys would need to fulfill your order (including any information needed to generate a License Key). Synopsys may, in its reasonable discretion, accept or reject your order. Synopsys may accept your order by sending you written or electronic notice of acceptance or simply by fulfilling your order.

1.17. Delivery: If Synopsys accepts your order for one or more Licensed Products, Synopsys will then deliver to you the Licensed Products along with the corresponding Documentation and License Keys. Synopsys will deliver these materials to you electronically except where prohibited by law.

1.18. Electronic Software Transfer: When Synopsys delivers a Licensed Product by electronic software transfer, Synopsys will send you an e-mail to your designated e-mail address(es) to notify you that the Licensed Product is available. Synopsys's

obligation to deliver the Licensed Product will be fulfilled when this e-mail notice is sent. You will be responsible for downloading or requesting for delivery the Licensed Product and Documentation from the FTP Server and the License Key from Synopsys's website at www.synopsys.com, unless Synopsys gives you other instructions. You must notify Synopsys in writing if you change your designated e-mail address(es).

1.19. Tangible Media: When Synopsys delivers Licensed Products to you on tangible media, the media may contain other software programs in addition to the Licensed Products. If it does, you will not have a license to use (and the License Keys for the Licensed Products will not permit you to use) these other software programs, and you must not attempt to access, use, reproduce, modify, reverse engineer, or otherwise tamper with these other software programs. If you lose or damage the media, Synopsys will, at your request, provide a replacement at a nominal charge. All deliveries of tangible items by Synopsys, Inc. will be made F.O.B. Origin; all deliveries of tangible items by other Synopsys entities will be made Ex Works (EXW) Origin.

Fees and Payment

1.20. Fees: The Fees for the products and services you may purchase under this agreement will be identified in the Purchasing Agreements. You agree to pay the Fees according to the payment terms in the applicable Purchasing Agreement.

1.21. Payments: If the applicable Purchasing Agreement does not contain specific payment terms for the Fees in question, payment of those Fees will be due within 30 days after the date of Synopsys's invoice. If you do not pay an amount by the scheduled due date, Synopsys will have the right to withhold the delivery of License Keys and/or terminate this agreement or a Purchasing Agreement and accelerate the due date of all remaining payments. In this event, you will owe the entire outstanding balance as soon as you receive written notice from Synopsys that your payment is due. All payments you make to Synopsys are non-refundable. You may not offset any amounts you believe Synopsys owes you against any payments you make to Synopsys under this agreement. You must make payments in U.S. dollars. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less.

1.22. Taxes: You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than Synopsys's income taxes, that are imposed on or result from your purchase, license, or use of Synopsys products and services. If Synopsys is required by law to collect and remit any such taxes, Synopsys may invoice you for such taxes and you agree to pay the invoiced amount to Synopsys. If you are required by the respective jurisdiction where the Licensed Products are used, or where services are provided, to withhold taxes from payments to Synopsys, you may withhold from the total amount due to the respective Synopsys distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide Synopsys with an official receipt for the payment within 60 days of your payment.

1.23. Bankruptcy: If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, Synopsys may apply any payments you have previously made to Synopsys for products or services not yet delivered by Synopsys against any amounts you owe Synopsys at that time for products or services that have been delivered by Synopsys (under this agreement or otherwise).

Services

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

(a) Support: Synopsys will provide you with access to SolvNet and online Documentation, and will use commercially reasonable efforts to make available the Synopsys Support Center on Monday through Friday, during Synopsys's normal business hours, excluding Synopsys's scheduled holidays. A valid corporate email address is required to access SolvNet and online Documentation.

(b) Updates: Synopsys will use commercially reasonable efforts to provide Updates as they become generally available. Any other upgrades or enhancements to the Licensed Products are not made available by Synopsys as part of Maintenance Services and may be subject to additional charges.

1.25. Updates to Terms: Synopsys may update its Maintenance Services terms on 60 days prior written notice, provided that these updates are applied generally to its Maintenance Services customers.

1.26. Conditions: In order to receive Maintenance Services for a Licensed Product, all of the following conditions must be met:

(a) you must have purchased Maintenance Services for such Licensed Product (unless it is licensed under a TSL, in which case Maintenance Services are included);

(b) you must appoint a qualified contact person trained in the use of the Licensed Product to interface with Synopsys regarding Maintenance Services, and identify such person to Synopsys in advance;

(c) you must provide Synopsys with access to the information and system facilities reasonably necessary to provide the Maintenance Services;

(d) you must follow the directions provided by the Synopsys Support Center to resolve technical problems;

(e) you must follow the operating instructions and procedures for the Licensed Product as specified in the Documentation or

provided by Synopsys; and

(f) you must notify Synopsys of any error or other problem in the Licensed Product using Synopsys's current problem reporting procedure.

1.27. Exclusions: Synopsys will have no obligation to provide Maintenance Services for any Licensed Products that are damaged, modified (by anyone other than Synopsys), incorporated into other software, or installed in any computing environment not supported by Synopsys; or for any version of a Licensed Product other than the latest and immediately preceding version; or for any problems caused by your negligence, abuse, misuse, or by any causes beyond Synopsys's reasonable control.

1.28. Reinstatement of Maintenance Services: If Maintenance Services are terminated for any reason, or if you wish to renew Maintenance Services more than thirty (30) days after Maintenance Services have been terminated, you may be permitted to reinstate or renew Maintenance Services, at Synopsys's sole option, provided that (a) Synopsys offers Maintenance Services to its customers generally for the Licensed Product in question, and (b) you pay Synopsys the following: all applicable Maintenance Services fees for the period during which you were off Maintenance Services, and Synopsys's then-current reinstatement fee plus payment for the new Maintenance Services term.

1.29. ViewConnect: If you wish to permit Synopsys to deliver Maintenance Services through the use of a shared customer desktop, you must download and install the ViewConnect Tool and related publicly-available, third-party software modules. You are not required to use the ViewConnect Tool, but if you choose to do so, you have the nonexclusive right to use the ViewConnect Tool only to enable Synopsys to remotely access your computer system for the purpose of providing Maintenance Services. Your rights to the third-party software modules are separately described in their accompanying license terms. The ViewConnect Tool and the third-party software modules are not Licensed Products nor is their use governed by this agreement.

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

Confidentiality

1.30. Confidentiality Obligations: Each party (you and Synopsys) agrees to abide by the following confidentiality obligations with respect to the other party's Confidential Information:

(a) do not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena;

(b) do not use it for any reason other than to exercise its rights and perform its obligation under this agreement; and

(c) protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a "need-to-know" basis).

1.31. 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.

1.32. 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.

Term and Termination

1.33. Term of Agreement: The term of this agreement will begin on the effective date stated on the signature page and will end when the last Purchasing Agreement expires, unless this agreement is terminated sooner by either party.

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

1.35. Rights to Terminate: Each party has the right to terminate this agreement, by giving written notice of termination to the other party, if (a) the other party breaches this agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after receiving written notice of the breach from the non-breaching party. An Error will not be considered a breach of this agreement that allows you to terminate the agreement, but it could give rise to a warranty claim under section 8.

1.36. Consequences of Termination: If and when either you or Synopsys terminates this agreement, all Purchasing Agreements in effect at that time will also terminate. When this agreement, a Purchasing Agreement or an individual license

to a Licensed Product expires or is terminated:

(a) you must (i) immediately cease all use of the Licensed Products, Documentation, Design Techniques, and other Confidential Information, (ii) promptly return to Synopsys or destroy all copies of the Licensed Products, Documentation, and other Confidential Information in your possession or control, and (iii) certify in writing to Synopsys that you have complied with clauses (i) and (ii), except, however, that your license to Implementation IP incorporated into Designs prior to termination shall continue according to its terms;

(b) you will remain obligated to pay any amounts you owe to Synopsys at that time; and

(c) the provisions of sections 4, 6, 7.4, 8.4 and 10, and the warranty disclaimers in section 8, will remain in effect.

Limited Warranty

1.37. 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.

1.38. 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.

1.39. 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.

1.40. Disclaimer: Except for the warranty in this Section 8, all Licensed Products, Documentation, Design Techniques, and any third party software are provided "AS IS," without any other warranties of any kind. Synopsys further disclaims all other warranties (express, implied, or statutory), including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising from a course of dealing or usage of trade.

Infringement Claims

1.41. Indemnity: Synopsys will, at its own expense, be entitled to defend (or at its sole option, settle) any claim asserted against you by a third party that any Licensed Product you obtained from Synopsys under this agreement directly infringes any U.S. patent, copyright, trademark, or trade secret. Synopsys will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final, non-appealable judgment or agreed upon by Synopsys in a settlement.

1.42. Conditions: Synopsys's obligations to defend and indemnify you with respect to a particular claim are subject to the following conditions:

(a) you must promptly give Synopsys written notice of the claim;

(b) you must identify the specific Licensed Product(s) at issue in the claim and indicate how the Licensed Product(s) is(are) utilized by you or your products;

(c) you must give Synopsys sole control and authority over the defense and settlement of the claim; and

(d) you must provide Synopsys with all information you have regarding the claim and cooperate with Synopsys when Synopsys defends or attempts to settle the claim.

1.43. 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.

1.44. 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.

1.45. Burden of Proof: You will have the burden of showing that indemnification is required pursuant to this section 9 and that the exclusions in section 9.4 are not applicable.

1.46. 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.
Other Terms

1.47. 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.

1.48. 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.

1.49. Automatic Updates: Licensed Products communicate with Synopsys servers for the purpose of providing Updates, detecting software piracy and verifying that customers are using Licensed Products in conformity with the applicable License Key for such Licensed Products. Synopsys will use information gathered in connection with this process to deliver software updates and pursue software pirates and infringers.

1.50. 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.

1.51. Export Controls: You shall remain familiar with your obligations under any and all laws, statutes, regulations, ordinances of any local, states, federal, national, or other jurisdictional locality, as applicable to the export, import, and/or end-use of Synopsys products, technology, and services. Products and/or technology sold under this agreement may be subject to various Export Control Laws and Regulations including but not limited to, U.S. Export Administration Regulations (EAR), the U.S. Office of Foreign Asset Control (OFAC), the European Union (EU) Export Control Regime Regulation (EC) No. 428/2009, and/or the EU Consolidated Sanctions List. Where a product and/or technology is identified as export controlled from the country(ies) of export to (1) the destination country(ies), (2) a restricted/proscribed end use, and/or (3) a restricted end user, a government-issued export license must be obtained prior to fulfillment under this agreement and in accordance with all applicable laws. You agree that Synopsys shall not be required to complete delivery of export controlled products or technology unless and until all required export licenses have been obtained.

1.52. Governing Law; Jurisdiction: This agreement is governed by the laws of the United States and the State of California, without regard to conflicts of laws principles. The federal and state courts located in Santa Clara County, California have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.

1.53. Notices: Any notice, approval, consent, or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused. A copy of any communication sent to Synopsys must also be sent to the attention of the General Counsel.

1.54. Waivers: Either party's failure to enforce any provision of this agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.

1.55. 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.

1.56. 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.

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

1.58. Remedies: Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore Synopsys will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

1.59. Force Majeure: Each party will be excused from performance of its obligations under this agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.

1.60. Construction: Section headings in this agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this agreement.

1.61. Counterparts: This agreement may be signed in multiple counterparts, each of which will be deemed an original and which together will constitute one instrument.

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

1.63. Government Users: If you are a branch or agency of the United States Government, or are acquiring any Licensed Product on behalf of any branch or agency of the United States Government, then the following provision applies. The Licensed Products and Documentation are comprised of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

1.64. Synopsys Entities: Synopsys, Inc. and its wholly-owned subsidiaries, including, but not limited to, Synopsys International Limited, Synopsys International Limited Taiwan Branch, Synopsys Korea, Inc., Synopsys Technologies Company Limited and Nihon Synopsys, G.K., have agreed to their respective rights and obligations regarding the distribution of the Licensed Products and the performance of obligations related to the Licensed Products. You acknowledge that: (a) Synopsys Inc. or any directly or indirectly wholly-owned subsidiary or branch of Synopsys, Inc. may treat a purchase order addressed to that entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which the Licensed Products will be used; and (b) delivery will be completed by the Synopsys entity or branch with distribution rights for the geographic region in which the Licensed Products will be used or service will be provided. For products used or services provided in the Americas, Israel or Africa, the distributing Synopsys entity is Synopsys, Inc., based in California, USA. For products used or services provided in Taiwan, the distributing Synopsys entity is Synopsys International Limited Taiwan Branch, based in Taiwan. For products used or services provided in the Republic of Korea, the distributing Synopsys entity is Synopsys Korea, Inc., based in the Republic of Korea. For products used or services provided in the People's Republic of China (PRC), the distributing Synopsys entity is Synopsys Technologies Company Limited or Synopsys International Limited. For products used or services provided in Russia, the distributing Synopsys entity is Synopsys LLC (Moscow) or Synopsys, Inc.. For products used or services provided in Japan, the distributing Synopsys entity is Nihon Synopsys G. K., based in Japan. For products used or services provided in any country other than those identified above, the distributing Synopsys entity is Synopsys International Limited, based in Ireland.

1.65. Entire Agreement: This agreement and any applicable attachments and Purchasing Agreements are the entire agreement between the parties concerning its subject matter, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or nondisclosure agreements that Synopsys previously entered into with you will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.

1.66. Amendments: This agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to Synopsys will be binding on Synopsys or have any legal effect.

Glossary of Definitions

API means application programming interface for accessing specific functionality of an ARC MQX Product.

ARC MQX End Customer means a customer to whom you distribute an ARC MQX Licensee Product and who shall be obligated to maintain the confidentiality of any provided Documentation, and not expose any API of the ARC MQX Product to any third party.

ARC MQX Licensee Executable means an application program, in executable form, statically linked with and using certain APIs of an ARC MQX Product, for execution solely on an embedded ARC processor.

ARC MQX Licensee Product means a product owned by you, that is specifically identified to Synopsys in a Purchasing Agreement or other document accepted by Synopsys, and that incorporates an embedded processor and the ARC MQX Licensee Executable.

ARC MQX Product means the Synopsys real-time operating system platform for the ARC processor architecture including associated source files, application programming interfaces files, and utilities for use in creating applications that run on the ARC processor architecture.

ARC Software Development Product means any MetaWare Products, nSIM Products and xCAM Products.

Board Support Package Features means those configuration files in an ARC MQX Product that define hardware components with which the ARC MQX Licensee Executable is intended to interoperate.

Client means an instance of a Licensed Product running on a computer. This means, for example, that two Clients can be either two instances of a Licensed Product running on the same computer or one instance of a Licensed Product running on each of two computers.

Confidential Information of Synopsys means (a) the Licensed Products (in any form), the Documentation, the License Keys, and SolvNet; (b) Design Techniques and all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Licensed Products, Documentation, License Keys, or SolvNet; (c) the prices, discounts, payment terms, and other information in the Purchasing Agreements; (d) Synopsys Training Services materials including without limitation presentations, demonstrations, software and course handouts, and (e) any other confidential or proprietary information that Synopsys provides to you in connection with this agreement. Your Confidential Information is any confidential or proprietary information in (i) written form that you provide to Synopsys in order for Synopsys to fulfill your orders and provide products and services to you under this agreement, and (ii) oral form that you provide to Synopsys in order to receive Maintenance Services; as long as you notify Synopsys at the time of disclosure that such information is to be treated as confidential under this agreement. However, Feedback is not your Confidential Information. Also, Confidential Information does not include any of the following:

(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 the Terms and Conditions.

Design Database means a design database for your Design that incorporates DesignWare in any format (except unencrypted source code for Implementation IP), along with all copyright and other proprietary legends for such DesignWare.

Design Techniques means Synopsys-supplied algorithms, data, circuit and logic elements, libraries, rule bases, search strategies, and other technical information used in the process of creating Designs.

DesignWare Fee-Per-Use Core means an IP core (as this term is understood in the semiconductor industry) for which Synopsys charges an additional fee each time it is used in the design of an integrated circuit.

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

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.

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.

Implementation IP means synthesizable designs (other than Verification IP).

Integrated Design means a Design that combines Implementation IP with the Design and does not consist primarily of Implementation IP.

Intellectual Property Rights means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.

Key Server means the computer with the host I.D. number that is identified in the License Key and which controls access to and enables the use of a Licensed Product.

License Key means a document (in physical or electronic format) provided by Synopsys that identifies: (a) the Licensed Product, including version number, licensed to you; (b) the Key Server; (c) the number of permitted Clients; and (d) the codes that initialize use of the Key Server.

License Term means the period of time during which you may use a Licensed Product under a particular license.

Licensed Design Partner means a third party that (a) you have engaged to work with you on a common Design; and (b) has a valid Synopsys end user license agreement for the DesignWare used in your Design.

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

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

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

MetaWare Product means a Synopsys software development tool used to create, profile and debug software applications that run on an embedded microprocessor, identified by Synopsys with the product name "MetaWare".

nSIM Product means a Synopsys software model of the instruction set of an embedded ARC microprocessor, identified by Synopsys with the product name "nSIM".

Open Source Software has the meaning given in section 2.12 of the Terms and Conditions.

Parent Entity means a person, company or other entity that owns, directly or indirectly, more than fifty percent (50%) of your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority.

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

SolvNet means Synopsys's suite of online support services accessible via the Internet.

Synopsys Competitor means any corporation or other legal entity in the business of developing and/or marketing (including making generally commercially available to end user customers) one or more electronic design automation software products or intellectual property cores or related services.

System-on-Chip means an integrated circuit which integrates the microcontroller, microprocessor, peripherals and interfaces in a single Design.

TSL means a time-based technology subscription license of a Licensed Product. A TSL lasts for a specific period of time (the License Term) from when the license is delivered and includes (at no additional charge) Maintenance Services for the Licensed Product in question.

Updates means error corrections and minor improvements to the Licensed Products.

Use Area for a Licensed Product means a single geographical site that you own or occupy as your place of business, which may consist of one or more buildings located within 5 miles of one another, and in which the Key Servers, Clients, and End Users for that Licensed Product are all located, except as modified by the right to allow End Users to telecommute or use over a WAN in section 2.6.

Verification IP means test benches (including software models, test suites, and monitors) that simulate, test, and verify the functionality of certain electronic circuits or devices.

WAN means a wide area network as referred to in section 2.6.

xCAM Product means a Synopsys software development tool that creates and uses cycle-accurate software models of an embedded ARC microprocessor, identified by Synopsys with the product name "xCAM".

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

Synopsys DesignWare files
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The Synopsys files are subject to the following End-User License Agreement for DesignWare Fee-Per-Use Cores, by accepting these terms and using such files, (1) you agree to be bound by these terms, and (2) you acknowledge that Synopsys has no obligation to provide support to you in connection with your use of such files.

SYNOPSYS
END-USER LICENSE AGREEMENT FOR DESIGNWARE FEE-PER-USE CORES

This agreement covers the DesignWare Fee-Per-Use Cores and related services you license (or purchase) from Synopsys, unless and until we enter into a new agreement or agreement that expressly replaces this one. If you use the Synopsys Cores and related services as an employee of or for the benefit of your company, you represent that you have the power and authority to accept this agreement on behalf of your company. Your company will be the licensee under this agreement. By clicking on the "I Agree" button below, you consent to the terms and conditions of this agreement on behalf of yourself and the company on whose behalf you will use the Synopsys Cores and related services provided under this agreement. The effective date of this agreement is the date that you click the "I Agree" button. If you do not agree to the terms and conditions of this agreement or if you do not have the power and authority to accept the terms and conditions of this agreement on behalf of your company, you may not use the Synopsys Cores and related services and Synopsys is unwilling to provide you with them.

1. Core Related Software and Services
The Synopsys products and services that you may license or purchase under this agreement are identified in the Purchasing Agreements governed by this agreement, and may include (but are not limited to):
(a) DesignWare Fee-Per-Use Cores (or "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 gate-level 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 Cores, such as simulation modules and simulation data analysis tools; and
(c) Core Support Services, which means the support services described in section 5.
The terms "Core Software" means 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. Additional terms and conditions (beyond those stated here and in any attachments) may apply to certain Core Software. When ordering these Core Software, you will be given an opportunity to review the additional terms and conditions that must be accepted for you to receive the Core Software. If the additional terms and conditions conflict in any way with the terms and conditions stated here, the additional terms and conditions will prevail.
2. Licenses
2.1 Your License Rights: When you purchase a license to Core Software, upon delivery of the Core Software you will have a nonexclusive right to:
(a) internally use and reproduce the Core Software solely to design, test, and verify the applicable Licensee IC for your manufacture and subsequent sale;
(b) create Modifications to the Core Software solely to the extent necessary to design, test, and verify the applicable Licensee IC, subject to sections 2.5 and 2.6; and
(c) manufacture (or have manufactured by a third party, as described in section 2.4) the applicable Licensee ICs incorporating the licensed Core.
2.2 Users: Except as described in sections 2.3 and 2.4, you will allow only those of your employees who are on the single design team responsible for designing or testing your Licensee IC to access the Core Software. You are responsible for the acts and omissions of your employees, agents, and permitted Contractors and third-party manufacturers with respect to any use of the Core Software or Synopsys Confidential Information, including any breaches of this agreement that they may commit.
2.3 Contractors: You may also allow Contractors to access certain parts of the Core Software as follows:
(a) For Core Software that is in netlist or encrypted RTL form, you may allow Contractors that are not Synopsys Competitors to access that Core Software either on your physical premises or on theirs. Contractors that are Synopsys Competitors may access the netlist or encrypted RTL only while on your physical premises.

(b) For Core Software that is in source code form, you may allow Contractors that are not Synopsys Competitors to access that Core Software only on your physical premises. You may not allow Contractors that are Synopsys Competitors to access this source code at all.

(c) In all cases, you may allow Contractors to access the Core Software only on a "need-to-know" basis, only to allow them to perform design services on the Licensee IC in accordance with your license, and subject to a written confidentiality agreement that is at least as protective as the confidentiality terms set forth in this agreement.

2.4 Third-Party Manufacturers: You may have a third-party manufacturer make Licensee ICs incorporating the licensed Core for you if you make sure all of the following conditions are met:

(a) the resulting Licensee ICs must be made for sale or use only by you;

(b) the designs and specifications you give to the manufacturer contain sufficient detail so that no additional design work is performed by the manufacturer (except for the simple adaptation of your designs to the manufacturer's own normal production processes);

(c) you provide those designs and specifications to the manufacturer only for the purpose of making the Licensee ICs for you, and subject to confidentiality provisions that are at least as protective as those in this agreement; and

(d) you do not give source code for any Core Software to the manufacturer.

2.5 Hard IP Cores. If you license any Cores that are Hard IP Cores, you understand that you may be required to obtain appropriate licenses to technology libraries (such as standard cell and I/O libraries) from a supplier of such libraries, and that if this is case, you are responsible for getting these licenses at your own cost. You also agree that you may not make Modifications to Hard IP Cores without first obtaining Synopsys' prior written consent. Your use of each Hard IP Core is limited to the applicable manufacturer and process node specified in the Purchasing Agreement, and you may not use the Hard IP Core for any other manufacturer or process node.

2.6 Ownership: The Core Software and all Modifications (including all Intellectual Property Rights in them) are owned by Synopsys and its licensors. If you have any rights in any Modifications, you hereby irrevocably assign ownership of 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 agreement, and all rights not expressly granted to you are reserved to Synopsys.

2.7 Conditions: Your right to use the Core Software is conditioned upon your timely payment of the full amount of Fees due for the Core Software (if any) and your compliance with the terms of this agreement, including the following restrictions. For Core Software with a license term, when the license term expires your license rights also expire and you may no longer use the Core Software.

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

(a) copy or use any Core Software (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 Core Software, or any underlying algorithms, user interface techniques, or other ideas embodied in Core Software, that is not provided to you in unencrypted source code or RTL format;

(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 (if any), or using a false host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a License Key);

(d) distribute any copy of Core Software (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 Core Software;

(e) use Core Software 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) disclose the results of any benchmarking of Core Software (whether or not the results were obtained with assistance from Synopsys) to any third party; or

(g) use Core Software 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 Core Software simultaneously or the number of simultaneous Clients, you must ensure that this limit is not exceeded, by platform virtualization or any other means.

2.9 Copies: If you make backup or archival copies of Core Software or Documentation, you must reproduce all copyright, trademark, and other notices that appear on the original copy.

2.10 Transfers and Assignments: You may not transfer or assign 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 2.10, a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either (i) your or a Parent Entity's assets or (ii) the stock or other equity interests entitled to vote for your or a Parent Entity's directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you or a Parent Entity and one or more third parties where your or a Parent Entity's stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing authority of the surviving entity.

3 Order and Delivery

3.1 Ordering Synopsys Products: You may order the products and services identified in the Purchasing Agreements at any time by submitting an order to Synopsys through Synopsys's on-line ordering system or as otherwise directed by Synopsys. When using Synopsys's on-line ordering system, you shall be responsible for ensuring that all information you provide is accurate and complete and that any person placing an order on your behalf has your authority to do so. Once you submit an order, you may not cancel or change it. Your order must indicate which products and services you want to purchase, including any information Synopsys would need to fulfill your order. Synopsys may, in its reasonable discretion, accept or reject your order. Synopsys may accept your order by sending you written or electronic notice of acceptance or simply by fulfilling your order.

3.2 Delivery: If Synopsys accepts your order for one or more Core Software, Synopsys will then deliver to you the Core Software along with the corresponding Documentation and License Keys (if applicable). Synopsys will deliver these materials to you by EST except where prohibited by law.

3.3 EST: When Synopsys delivers Core Software by EST, Synopsys will send you an e-mail to your designated EST e-mail address(es) to notify you that the Core Software is available. Synopsys's obligation to deliver the Core Software will be fulfilled when this e-mail notice is sent. You will be responsible for downloading or requesting for delivery the Core Software and Documentation from the FTP Server and the applicable License Key from Synopsys's website at www.synopsys.com, unless Synopsys gives you other instructions. You must notify Synopsys in writing if you change your EST e-mail address(es).

3.4 Tangible Media: When Synopsys delivers Core Software to you on tangible media, the media may contain other software programs in addition to the Core Software. If it does, you will not have a license to use (and the License Keys for the Core Software will not permit you to use) these other software programs, and you must not attempt to access, use, reproduce, modify, reverse engineer, or otherwise tamper with these other software programs. If you lose or damage the media, Synopsys will, at your request, provide a replacement at a nominal charge. All deliveries of tangible items will be made F.O.B. Origin.

4. Fees and Payment

4.1 Fees and Royalties: The applicable license fees and royalties (if any) for the Core Software are specified in the Purchasing Agreement. You agree to pay the Fees according to the payment terms in the applicable Purchasing Agreement.

4.2 Payments: If the applicable Purchasing Agreement does not contain specific payment terms for the Fees in question, payment of those Fees will be due within 30 days after the date of Synopsys's invoice. If you do not pay an amount by the scheduled due date, Synopsys will have the right to withhold the delivery of License Keys and/or terminate this agreement or a Purchasing Agreement and accelerate the due date of all remaining payments. In this event, you will owe the entire outstanding balance as soon as you receive written notice from Synopsys that your payment is due. All payments you make to Synopsys are non-refundable. You may not offset any amounts you believe Synopsys owes you against any payments you make to Synopsys under this agreement. You must make payments in U.S. dollars. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less.

4.3 Taxes: You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than Synopsys's income taxes, that are imposed on or result from your purchase, license, or use of Synopsys products and services. If Synopsys is required by law to collect and remit any such taxes, Synopsys may invoice you for such taxes and you agree to pay the invoiced amount to Synopsys. If you are required by the respective jurisdiction where the Core Software are used, or where services are provided, to withhold taxes from payments to Synopsys, you may withhold from the total amount due to the respective Synopsys distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide Synopsys with an official receipt for the payment within 60 days of your payment.

4.4 Bankruptcy: If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, Synopsys may apply any payments you have previously made to Synopsys for products or services not yet delivered by Synopsys against any amounts you owe Synopsys at that time for products or services that have been delivered by Synopsys (under this agreement or otherwise).

4.5 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 agreement, 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 Licensee IC that you sold, distributed, or otherwise disposed of during that quarter, along with payment of all reported amounts. You are to submit a royalty report even during quarters where you report no sales, distributions, or disposals of Licensee ICs. Note that you will continue to be obligated to make royalty reports and pay royalties until you permanently discontinue sales or distributions of the applicable Licensee IC. In the event of such a discontinuation, you will provide Synopsys with a written certification that the Licensee IC has been discontinued, along with a final royalty report for the applicable Licensee IC.

4.6 Audits: You shall keep full, clear, and accurate records regarding your use of the Core Software, sales and other disposals of Licensee ICs, and royalties due under this agreement. On five days' prior written notice, Synopsys may (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) audit those records , and 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. 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. If an audit reveals an underpayment of fees, you will immediately pay the shortfall, plus a late fee applied at a rate equal to the lesser of 1.5% per month or the highest rate allowable under law. Synopsys will bear its own expenses of the audit, except if the audit discloses an underpayment of 5% or more for the audited period or the audit reveals that you have failed to comply with this agreement in a material way, in which case you will reimburse Synopsys for all of its reasonable expenses.

5.   Core Support Services

5.1 Core Support Services: Core Support Services, for the first 12 months after the initial delivery of the Core Software, are included in the price of a Use of the Core Software. In providing Core Support Services, Synopsys will use commercially reasonable efforts to perform the following:

(a) provide you with bug-fix releases to the extent necessary to conform the Core Software to any applicable technical standard specification that was in existence at the time the Core Software was delivered to you;

(b) provide you with workarounds for material errors in the Core Software;

(c) provide you with 24/7 access to electronic assistance regarding the operation of the Core Software, as Synopsys may make available from time to time (such as through the SolvNet online web support service);

(d) if electronic assistance does not yield an appropriate resolution, give you access to a reasonable amount of telephone support for the Core Software, during normal business hours, through your designated support contact; and

(e) deliver bulletins as they are released by Synopsys from time to time, which contain information on bug-fix releases, application techniques, and workarounds for the Core Software.

5.2 Designated Support Contacts: You may appoint up to 4 designated support contacts for each supported Licensee IC, and will give Synopsys the names of all designated support contacts before making initial contact with the Synopsys support center. All technical communications, information, and materials exchanged between you and Synopsys regarding the Core Software will be conducted through your designated support contacts. You may change any designated support contact at any time by notifying Synopsys.

5.3 Limitations. The Core Support Services described in this section are the only services that Synopsys makes available for the Core Software, and no other warranties or support and maintenance services apply. Synopsys has no obligation to provide support for Core Software that has been altered, damaged, or modified by you. If you wish to continue receiving Core Support Services after the 12-month period following the initial delivery of the Core Software, you must separately purchase extended Core Support Services from Synopsys for an additional fee pursuant to an accepted purchase order. Reuse fees for Core Software do not include Core Support Services.

5.4 The Core Software and Core Support Services 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.

6.   Term and Termination

6.1 Term of Agreement: Both you and Synopsys must sign (either physically or through electronic acceptance) this agreement for it to take effect. When both parties have so signed this agreement, the term of this agreement will begin on the effective date stated on the signature page and will end when all licenses granted hereunder terminate, or until this agreement terminates as provided below, whichever is sooner.

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

6.3 Term of Individual Licenses: The term of each license for the Core Software granted under this agreement shall begin upon the delivery date of the Core Software, and shall continue until you discontinue the sale and distribution of the applicable Licensee ICs.

6.4 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 Core Software from the specifications in the corresponding Documentation will not be considered a breach of this agreement that allows you to terminate the agreement.

6.5 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 Core Software expires or is terminated:

(a) you must (i) immediately cease all use of the Core Software and related Confidential Information in your possession or control (or in the possession of any third party to whom you provided such materials), (ii) promptly return to Synopsys or destroy all copies of such Core Software and related Confidential Information, and (iii) within 30 days after such expiration or termination, certify in writing to Synopsys that you have complied with clauses (i) and (ii), except, however, that your license to a Core Instantiated into a Licensee IC prior to termination shall continue according to its terms;

(b) you will remain obligated to pay any amounts you owe to Synopsys at that time; and

(c) the provisions of sections 4, 5.4, 6.5, 8 and 9 will remain in effect.

7. Third-Party Licenses and Indemnification

7.1 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 agreement infringes any U.S. copyright, trademark, or trade secret, or U.S. patent that issued before Synopsys' delivery to you of the applicable Core Software. Synopsys will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final, non-appealable judgment or agreed upon by Synopsys in a settlement.

7.2 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 at issue in the claim and indicate how the Core Software is utilized by you or your products;

(c) you must give Synopsys sole control and authority over the defense and settlement of the claim; and

(d) you must provide Synopsys with all information you have regarding the claim and cooperate with Synopsys when Synopsys defends or attempts to settle the claim.

7.3 Pro-Active Steps: If any Core Software 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 Core Software as permitted by this agreement;

(b) replace or modify the Core Software 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 Core Software and give you a refund of the Fees you paid to Synopsys for that license.

7.4 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 Core Software by anyone other than Synopsys;

(b) the combination or use of the Core Software with other products or materials not supplied by Synopsys or specified in the Documentation as being necessary to use the Core Software;

(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;

(d) the failure to obtain a license available from a standards organization, or which would be available as a result of an undertaking to a standards organization;

(e) the methods or processes employed in using the Core Software, other than those inherent methods and processes that are necessarily employed in the intended mode of operation of the Core Software and without which a material function of the Core Software would not operate;

(f) compliance with your directions, instructions, specifications, or technical requirements (including any requirement that the Core Software or Licensee IC support or comply with industry or technical standards), if there are no known commercially-reasonable means of complying with such directions, instructions, specifications, or technical requirements free of a claim of infringement; or

(g) your use of the Core Software in a manner not permitted by this agreement.

7.5 Burden of Proof: You will have the burden of showing that indemnification is required pursuant to this Section 7 and that the exclusions in section 7.4 do not apply.

7.6 No Other Obligations: Except as expressly stated in this section 7, Synopsys has no obligation or liability to you for any actual or alleged infringement related to the Core Software.

8. Confidentiality

8.1 Confidentiality Obligations: Each party (you and Synopsys) agrees to abide by the following confidentiality obligations with respect to the other party's Confidential Information:

(a) do not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena;

(b) do not use it for any reason other than to exercise its rights and perform its obligation under this agreement; and

(c) protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a "need to know" basis).

8.2 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.

8.3 Additional Obligations: In addition to your general obligations of confidentiality regarding the Core Software and Documentation, you must monitor each End User's use of the Core Software to ensure that the End User abides by the terms of this agreement.

9 Other Terms

9.1 Ownership of IP Rights: Synopsys and its licensors own all Intellectual Property Rights in the Core Software and Documentation. Your only rights in the Core Software and Documentation are the rights expressly granted in this agreement; all other rights are reserved by Synopsys. Synopsys's licensors are third-party beneficiaries of, and thus may enforce against you the license restrictions and confidentiality obligations in this agreement with respect to their intellectual property and proprietary information. 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.

9.2 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 7, 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 7. 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.

9.3 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:1 as defined in the EARs, or (ii) export to any country identified in Country Groups D:1 or E:1 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.

9.4 Governing Law; Jurisdiction: This agreement is governed by the laws of the United States and the State of California, without regard to conflicts of laws principles. The federal and state courts located in Santa Clara County, California have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.

9.5 Notices: Any notice, approval, consent, or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will

be deemed given upon receipt or when delivery is refused. A copy of any communication sent to Synopsys must also be sent to the attention of the General Counsel.

9.6 Waivers: Either party's failure to enforce any provision of this agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.

9.7 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.

9.8 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.

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

9.10 Remedies: Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore Synopsys will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

9.11 Force Majeure: Each party will be excused from performance of its obligations under this agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.

9.12 Construction: Section headings in this agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this agreement.

9.13 Counterparts: This agreement may be signed in multiple counterparts, each of which will be deemed an original and which together will constitute one instrument.

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

9.15 Government Users: If you are a branch or agency of the United States Government, or are acquiring any Core Software on behalf of any branch or agency of the United States Government, then the following provision applies. The Core Software 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.

9.16 Synopsys Entities: Synopsys, Inc. and its wholly-owned subsidiaries, including, but not limited to, Synopsys International Limited, Synopsys International Limited Taiwan Branch, Synopsys Global Kft and Nihon Synopsys, G.K., have agreed to their respective rights and obligations regarding the distribution of the Core Software and the performance of obligations related to the Core Software. 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 Core Software 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 Core Software 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 G. K., based in Japan. For products used or services provided in any country other than those identified above, the distributing Synopsys entity is Synopsys International Limited, based in Ireland.

9.17 Entire Agreement: This agreement and any applicable attachments, supplements 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.

9.18 Amendments: This agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to Synopsys will be binding on Synopsys or have any legal effect.

GLOSSARY OF DEFINITIONS

Client means an instance of Core Software running on a computer. This means, for example, that two Clients can be either two instances of Core Software running on the same computer or one instance of Core Software running on each of two computers.

Confidential Information of Synopsys means (a) the Core Software (in any form), the Documentation, the License Keys, and SolvNet; (b) all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Core Software, Documentation, License Keys, or SolvNet; (c) the prices, discounts, payment terms, and other information in the Purchasing Agreements; and (d) 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 Core Support Services; as long as you notify Synopsys at the time of disclosure that such information is to be treated as confidential under this agreement. However, Feedback is not your Confidential Information. Also, Confidential Information does not include any of the following: (A) information that has become generally available to the public, through no fault of yours (in the case of Synopsys Confidential Information) or Synopsys (in the case of your Confidential Information) and that is not still regarded as a trade secret under laws governing information that was negligently or maliciously distributed; (B) information that the receiving party had already obtained in a tangible form, through lawful means, before obtaining it under this agreement; (C) information that the receiving party developed independently, without the use of any materials or information obtained from the other party in connection with this agreement; (D) information that the receiving party has lawfully obtained, in a tangible form, from a third party that had the right to provide it to the receiving party; or (D) information that the disclosing party releases for publication in writing.

Contractor means a third-party entity engaged by you to provide design services directly related to your Licensee IC.

Core Support Services has the meaning given in section 5 of this agreement.

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 Core Software.

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 Core Software as permitted by this agreement.

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 Core Software or Documentation, including possible enhancements or improvements.

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

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

Hard IP Core means a Core that is delivered in a format that is non-synthesizable and suitable for implementation using a specific manufacturing process.

IC means integrated circuit.

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.

Instantiation (and variations thereof) means an implementation of a single Core a single time in an IC. Implementation of the same Core two times in a single IC constitutes two Instantiations.

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 certain Core Software (those that requires a License Key).

License Key means a document (in physical or electronic format) provided by Synopsys that identifies: (i) the applicable Core Software licensed to you; (ii) the Key Server; (iii) the number of permitted Clients; and (iv) the codes that initialize use of the Key Server.

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 Core.

Modification means a bug fix, modification, enhancement, or revision of any aspect of the Core Software.

Parent Entity means a person, company or other entity that owns, directly or indirectly, more than fifty percent (50%) of your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority.

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

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: (i) 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 (ii) 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 (as in the case of a bond out option).

SolvNet means Synopsys's suite of online support services accessible via the Internet.

Synopsys Competitor means any corporation or other legal entity in the business of developing and/or marketing (including making generally commercially available to end user customers) intellectual property cores or related services.

Use as a noun means engagement in any activity involving the Core Software, including but not limited to any of the following: configuration, evaluation, synthesis, simulation, modification, verification, monitoring, analysis, compilation, incorporation, embedding, integration, prototype testing, and Instantiation. A single Use is a single Instantiation of a Core in a single IC. To "Use" means to engage in any activity involving the Core Software, including but not limited to the activities listed above.

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

Rev. 15 May 2014

v4l utils version 1.6.2
<<<<<<<<<<xilinx-separator>>>>>>>>>>

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it. -------------------- M4sh Initialization. -------------------- Be more
Bourne compatible

AUTHORS:
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Matzigkeit <gord@gnu.ai.mit.edu>,

DATES:
1996, 1996-2013, 2001

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file_io/unix/mktemp.c, strings/apr_strings.c:

```
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```

From network_io/unix/inet_ntop.c, network_io/unix/inet_pton.c:

```
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```

From dso/aix/dso.c:

```
 *  Based on libdl (dlfcn.c/dlfcn.h) which is
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```

From strings/apr_strnatcmp.c, include/apr_strings.h:

```
 strnatcmp.c -- Perform 'natural order' comparisons of strings in C.
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From strings/apr_snprintf.c:

```
*
* cvt - IEEE floating point formatting routines.
*     Derived from UNIX V7, Copyright(C) Caldera International Inc.
*
```

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file_io/unix/mktemp.c, strings/apr_strings.c:

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From network_io/unix/inet_ntop.c, network_io/unix/inet_pton.c:

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```

From dso/aix/dso.c:

```
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```

From strings/apr_strnatcmp.c, include/apr_strings.h:

```
 strnatcmp.c -- Perform 'natural order' comparisons of strings in C.
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From strings/apr_snprintf.c:

```
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*
```

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```
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==

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 * jQuery hashchange event - v1.3 - 7/21/2010

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Parts of this software have been adapted from the libpng package.
Although this library supports all features from the PNG specification (as MNG descends from it) it does not require the libpng package.
It does require the zlib library and optionally the IJG jpeg library, and/or the "little-cms" library by Marti Maria (depending on the inclusion of support for JNG and Full-Color-Management respectively.

This library's function is primarily to read and display MNG animations. It is not meant as a full-featured image-editing component! It does however offer creation and editing functionality at the chunk level.

(future modifications may include some more support for creation and or editing)

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libpcap version 1.5.3
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// Google Mock - a framework for writing C++ mock classes.

>>>> googletest

>>>> benchmark

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PROGRAM OFFERING GUIDE

RELEASE 2017b

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Part One: License Offerings

1. License Options

1.1. Individual License Option

1.2. Designated Computer License Option

1.3. Network Named User License Option

1.4. Concurrent License Option

1.5. Total Headcount License Option

1.6. Remote Desktop, Shared Desktop, and Web Applications

2. License Uses

2.1. Standard

PART ONE: LICENSE OFFERINGS

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PART THREE: TRANSFORMATION PROGRAMS

The Transformation Programs are:

MATLAB Coder

Simulink Coder

Embedded Coder

HDL Coder

GPU Coder

Filter Design HDL Coder

Simulink PLC Coder

MATLAB Compiler

MATLAB Compiler SDK

Simulink Design Verifier

Simulink Code Inspector

MATLAB Report Generator

Simulink Report Generator

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* Add-ons and Hardware Support Packages via Add-On Explorer

* Converting License Option[fn6]

* Transferring Programs[fn5,fn6]

* Changing country of Licensed Users or changing License to global use[fn6]

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==

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Python was created in the early 1990s by Guido van Rossum at Stichting
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as a successor of a language called ABC. Guido remains Python's
principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for
National Research Initiatives (CNRI, see http://www.cnri.reston.va.us)
in Reston, Virginia where he released several versions of the
software.

In May 2000, Guido and the Python core development team moved to
BeOpen.com to form the BeOpen PythonLabs team. In October of the same
year, the PythonLabs team moved to Digital Creations, which became
Zope Corporation. In 2001, the Python Software Foundation (PSF, see
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1.3 thru 1.5.2	1.2	1995-1999	CNRI	yes
1.6	1.5.2	2000	CNRI	no
2.0	1.6	2000	BeOpen.com	no
1.6.1	1.6	2001	CNRI	yes (2)
2.1	2.0+1.6.1	2001	PSF	no
2.0.1	2.0+1.6.1	2001	PSF	yes
2.1.1	2.1+2.0.1	2001	PSF	yes
2.1.2	2.1.1	2002	PSF	yes
2.1.3	2.1.2	2002	PSF	yes
2.2 and above	2.1.1	2001-now	PSF	yes

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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see https://www.cnri.reston.va.us/) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the PythonLabs team moved to Digital Creations (now Zope Corporation; see http://www.zope.com/). In 2001, the Python Software Foundation (PSF, see https://www.python.org/psf/) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

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Mersenne Twister

The :mod:`_random` module includes code based on a download from
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the verbatim comments from the original code::

   A C-program for MT19937, with initialization improved 2002/1/26.
   Coded by Takuji Nishimura and Makoto Matsumoto.

   Before using, initialize the state by using init_genrand(seed)
   or init_by_array(init_key, key_length).

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   http://www.math.sci.hiroshima-u.ac.jp/~m-mat/MT/emt.html
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Sockets

The :mod:`socket` module uses the functions, :func:`getaddrinfo`, and
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Asynchronous socket services

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Execution tracing

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UUencode and UUdecode functions

The :mod:`uu` module contains the following notice::

Modified by Jack Jansen, CWI, July 1995:
- Use binascii module to do the actual line-by-line conversion
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XML Remote Procedure Calls

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  Original location:
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Solution inspired by code from:
    Samuel Neves (supercop/crypto_auth/siphash24/little)
    djb (supercop/crypto_auth/siphash24/little2)
    Jean-Philippe Aumasson (https://131002.net/siphash/siphash24.c)

strtod and dtoa

The file :file:`Python/dtoa.c`, which supplies C functions dtoa and
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cfuhash

The implementation of the hash table used by the :mod:`tracemalloc` is based
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 *
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 */
/*
 * rijndael-alg-fst.c
 *
 * @version 3.0 (December 2000)
 *
 * Optimised ANSI C code for the Rijndael cipher (now AES)
 *
 * @author Vincent Rijmen <vincent.rijmen@esat.kuleuven.ac.be>
 * @author Antoon Bosselaers <antoon.bosselaers@esat.kuleuven.ac.be>
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 *
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 *
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>>>> tests/data/README
This directory contains numerical data for testing special functions.
The data is in version control as text files.

The data is automatically packed into npz files by setup.py.
The npz files should not be checked in version control.

The data in gsl is computed using the GNU scientific library, the data
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mkdepend : generate dependency information from C/C++ files

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6) ./generic/regguts.h - "Environmental customization. It should not (I hope) be necessary to alter the file you are now reading -- regcustom.h should handle it all, given care here and elsewhere."
8) ./generic/regfree.c - "You might think that this could be incorporated into regcomp.c, and that would be a reasonable idea... except that this is a generic function (with a generic name), applicable to all compiled Res regardless of the size of their characters, whereas the stuff in regcomp.c gets compiled once per character size."
9) ./generic/regc_lex.c - "scanning macros (know about v)"
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A Bison parser, made by GNU Bison 2.3.

Skeleton implementation for Bison's Yacc-like parsers in C

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Summary:
========

This directory contains the source code for U-Boot, a boot loader for
Embedded boards based on PowerPC, ARM, MIPS and several other
processors, which can be installed in a boot ROM and used to
initialize and test the hardware or to download and run application
code.

The development of U-Boot is closely related to Linux: some parts of
the source code originate in the Linux source tree, we have some
header files in common, and special provision has been made to
support booting of Linux images.

Some attention has been paid to make this software easily
configurable and extendable. For instance, all monitor commands are
implemented with the same call interface, so that it's very easy to
add new commands. Also, instead of permanently adding rarely used
code (for instance hardware test utilities) to the monitor, you can
load and run it dynamically.

Status:
=======

In general, all boards for which a configuration option exists in the
Makefile have been tested to some extent and can be considered
"working". In fact, many of them are used in production systems.

In case of problems see the CHANGELOG and CREDITS files to find out
who contributed the specific port. The MAINTAINERS file lists board
maintainers.

Where to get help:
==================

In case you have questions about, problems with or contributions for
U-Boot you should send a message to the U-Boot mailing list at
<u-boot@lists.denx.de>. There is also an archive of previous traffic
on the mailing list - please search the archive before asking FAQ's.
Please see http://lists.denx.de/pipermail/u-boot and
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Where to get source code:
=========================

The U-Boot source code is maintained in the git repository at
git://www.denx.de/git/u-boot.git ; you can browse it online at
http://www.denx.de/cgi-bin/gitweb.cgi?p=u-boot.git;a=summary

The "snapshot" links on this page allow you to download tarballs of
any version you might be interested in. Official releases are also
available for FTP download from the ftp://ftp.denx.de/pub/u-boot/
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lib/sw_services/xilffs/src/include/ffconf.h
lib/sw_services/xilffs/src/include/integer.h

```
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drivers/usb/examples/xusb_keyboard.c
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*
*
* Please coordinate changes and requests with Dominik Spies
* <kontakt@dspies.de>
*/
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 * Author: Leon Woestenberg <leon.woestenberg@gmx.net>
 *
 * This is a DHCP client for the lwIP TCP/IP stack. It aims to conform
 * with RFC 2131 and RFC 2132.
 *
 * TODO:
 * - Support for interfaces other than Ethernet (SLIP, PPP, ...)
 *
 * Please coordinate changes and requests with Leon Woestenberg
 * <leon.woestenberg@gmx.net>
 *
 * Integration with your code:
 *
```

```
* In lwip/dhcp.h
* #define DHCP_COARSE_TIMER_SECS (recommended 60 which is a minute)
* #define DHCP_FINE_TIMER_MSECS (recommended 500 which equals TCP coarse timer)
*
* Then have your application call dhcp_coarse_tmr() and
* dhcp_fine_tmr() on the defined intervals.
*
* dhcp_start(struct netif *netif);
* starts a DHCP client instance which configures the interface by
* obtaining an IP address lease and maintaining it.
*
* Use dhcp_release(netif) to end the lease and use dhcp_stop(netif)
* to remove the DHCP client.
*
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/* zlib.h -- interface of the 'zlib' general purpose compression library
 version 1.2.1, November 17th, 2003

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jloup@gzip.org   madler@alumni.caltech.edu

zlib version 1.2.11
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/* zlib.h -- interface of the 'zlib' general purpose compression library
  version 1.2.11, January 15th, 2017

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The data format used by the zlib library is described by RFCs (Request for
Comments) 1950 to 1952 in the files http://tools.ietf.org/html/rfc1950
(zlib format), rfc1951 (deflate format) and rfc1952 (gzip format).
*/

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/* zlib.h -- interface of the 'zlib' general purpose compression library
   version 1.2.3, July 18th, 2005

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/* zlib.h -- interface of the 'zlib' general purpose compression library
  version 1.2.4, Mar 14th, 2010

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/* zlib.h -- interface of the 'zlib' general purpose compression library
  version 1.2.5, April 19th, 2010

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/* zlib.h -- interface of the 'zlib' general purpose compression library
   version 1.2.7, May 2nd, 2012

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  @@@@@@.itt_notify_tab0P0 U<Uoptimization_report_versionoptimization_report

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revised: [see crypt.h] The encryption/decryption parts of this source code (as
opposed to the non-echoing password parts) were originally written in Europe.
The whole source package can be freely distributed, including from the USA.
(Prior to January 2000, re-export from the US was a violation of US law.) This
encryption code is a direct transcription of the algorithm from Roger Schlafly,
described by Phil Katz in the file appnote.txt. This file (appnote.txt) is
distributed with the PKZIP program (even in the version without encryption
capabilities). Changes in unzip.c 2007-2008 - Even Rouault - Addition of
cpl_unzGetCurrentFileZStreamPos 2007-2008 - Even Rouault - Decoration of symbol
names unz -> cpl_unz 2007-2008 - Even Rouault - Remove old C style function
prototypes 2007-2008 - Even Rouault - Add unzip support for ZIP64 Copyright (C)
2007-2008 Even Rouault Oct-2009 - Mathias Svensson - Removed cpl_ from symbol
names (Even Rouault added them but since this is now moved to a new project
(minizip64) I renamed them again). Oct-2009 - Mathias Svensson - Fixed problem
if uncompressed size was > 4G and compressed size was <4G should only read the
compressed/uncompressed size from the Zip64 format if the size from normal
header was 0xFFFFFFFF Oct-2009 - Mathias Svensson - Applied some bug fixes from
paches recived from Gilles Vollant Oct-2009 - Mathias Svensson - Applied support
to unzip files with compression mathod BZIP2 (bzip2 lib is required) Patch
created by Daniel Borca Jan-2010 - back to unzip and minizip 1.0 name scheme,
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 *
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03 May 2005
Updated 16 Apr 2009

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Python was created in the early 1990s by Guido van Rossum at Stichting
Mathematisch Centrum (CWI, see http://www.cwi.nl) in the Netherlands
as a successor of a language called ABC. Guido remains Python's
principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for
National Research Initiatives (CNRI, see http://www.cnri.reston.va.us)
in Reston, Virginia where he released several versions of the
software.

In May 2000, Guido and the Python core development team moved to
BeOpen.com to form the BeOpen PythonLabs team. In October of the same

year, the PythonLabs team moved to Digital Creations (now Zope
Corporation, see http://www.zope.com). In 2001, the Python Software
Foundation (PSF, see http://www.python.org/psf/) was formed, a
non-profit organization created specifically to own Python-related
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All Python releases are Open Source (see http://www.opensource.org for
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Release	Derived from	Year	Owner	GPL-compatible? (1)
0.9.0 thru 1.2		1991-1995	CWI	yes
1.3 thru 1.5.2	1.2	1995-1999	CNRI	yes
1.6	1.5.2	2000	CNRI	no
2.0	1.6	2000	BeOpen.com	no
1.6.1	1.6	2001	CNRI	yes (2)
2.1	2.0+1.6.1	2001	PSF	no
2.0.1	2.0+1.6.1	2001	PSF	yes
2.1.1	2.1+2.0.1	2001	PSF	yes
2.2	2.1.1	2001	PSF	yes
2.1.2	2.1.1	2002	PSF	yes
2.1.3	2.1.2	2002	PSF	yes
2.2.1	2.2	2002	PSF	yes
2.2.2	2.2.1	2002	PSF	yes
2.2.3	2.2.2	2003	PSF	yes
2.3	2.2.2	2002-2003	PSF	yes
2.3.1	2.3	2002-2003	PSF	yes
2.3.2	2.3.1	2002-2003	PSF	yes
2.3.3	2.3.2	2002-2003	PSF	yes
2.3.4	2.3.3	2004	PSF	yes
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