END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT VERSION 2020.1 (KOREA)

IMPORTANT INFORMATION - READ CAREFULLY

UNLESS YOU (THE "CUSTOMER") HAVE OBTAINED PERMISSION TO USE THE LICENSED PRODUCT UNDER A SEPARATE, DULY SIGNED LICENSE AGREEMENT OR AN EVALUATION LICENSE WITH SYNOPSYS OR AN AUTHORIZED DISTRIBUTOR, THE ACCOMPANYING LICENSED PRODUCT IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE THE LICENSED PRODUCT IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT (THE "EULM").

DEPENDING ON WHICH COUNTRY YOU TRANSACT BUSINESS WITH SYNOPSYS FROM, OTHER VERSIONS OF THIS EULM MAY BE APPLICABLE. FOR PRODUCTS USED OR SERVICES PROVIDED IN A COUNTRY IN THE AMERICAS, ISRAEL OR AFRICA OR FOR UNITED STATES DOLLAR TRANSACTIONS IN RUSSIA OR CHINA, THE MOST CURRENT VERSION IDENTIFIED FOR "AMERICAS AFRICA ISRAEL" SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN TAIWAN, THE MOST CURRENT VERSION IDENTIFIED FOR "TAIWAN" SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN JAPAN, THE MOST CURRENT VERSION IDENTIFIED FOR "JAPAN" SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN THE REPUBLIC OF KOREA, THE MOST CURRENT VERSION IDENTIFIED FOR "KOREA" SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN CHINA IN RENMINBI, THE MOST CURRENT VERSION IDENTIFIED AS "CHINA" SHALL APPLY. FOR PRODUCTS USED OR SERVICES PROVIDED IN ANY COUNTRY OTHER THAN THOSE IDENTIFIED ABOVE, THE MOST CURRENT VERSION IDENTIFIED FOR "GLOBAL SIL" SHALL APPLY. PLEASE REFER TO SECTION 8.14 BELOW FOR MORE INFORMATION.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS AND YOU DO NOT HAVE A SEPARATE LICENSE AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT USE OR COPY THE LICENSED PRODUCT AND YOU MUST DELETE ANY COPIES OF IT FROM YOUR SYSTEMS.

TERMS AND CONDITIONS

1. **SCOPE AND KEY TERMS.** The Licensed Product is the proprietary information of Synopsys or its suppliers who retain exclusive title to their intellectual property rights in the Licensed Product. Customer's rights to the Licensed Product are limited to those expressly granted below and Synopsys reserves all rights not expressly granted in this Agreement.

1.1 ***Purchasing Agreements***. The terms and conditions set forth in this End User Software License and Maintenance Agreement and the Purchasing Agreement(s) accepted by both Customer and Synopsys contain all terms and conditions applicable to Customer's use of the Licensed Product (collectively, the "***Agreement***"). A ***"Purchasing Agreement"*** is a document that references this Agreement and identifies the specific Licensed Product and rights being licensed hereunder, including the applicable License Type, quantity, license term, Territory, Code Base, or other license constraint, and the fees and payment terms for the Licensed Product licenses (the "***License Transaction***"). An Affiliate of Customer may purchase licenses to the Licensed Product by executing a Purchasing Agreement referencing this Agreement provided that this Agreement governs all such licenses and such Affiliate complies with all Customer obligations referenced in this Agreement and the Purchasing Agreement. Customer agrees that it shall be responsible for the acts and omissions of its Affiliates with respect to any Licensed Product licensed under an applicable Purchasing Agreement. Customer must refer to a copy of the applicable Purchasing Agreement to determine these conditions of the Agreement. If Customer does not receive any other document executed by Synopsys

referencing the License Transaction, a Synopsys invoice referencing this Agreement, issued in response to a correct Customer purchase order, shall be Synopsys' acceptance of the License Transaction. Additionally, the license term and/or maintenance and support term for the specific Licensed Product identified in a Purchasing Agreement may be renewed by issuance of a Synopsys invoice referencing this Agreement and the applicable Purchasing Agreement in response to a correct Customer purchase order for such renewal. Customer agrees that Customer purchases under this Agreement and any Purchasing Agreement incorporated herein by reference are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Synopsys regarding future functionality or features.

1.2 "***Affiliate"*** of a party to this Agreement means another person or entity that, directly or indirectly, controls, is controlled by or is under common control with such party. For the purposes of this definition, "control" means owning a beneficial interest (either directly or indirectly) in more than 50% of the outstanding shares or securities or other ownership interest entitled to vote for the election of directors or similar managing authority. An entity shall be deemed to be an Affiliate under this Agreement for only so long as such requisite conditions are maintained.

1.3 "***Authorized User"*** means a party's, and its wholly-owned subsidiaries' or Affiliate's employees or authorized contractors: (a) whose duties require access to or use of the

Licensed Product or Confidential Information for the benefit of that party; and (b) whose legal obligations to protect confidential and proprietary information require protection of the Licensed Product and Confidential Information to at least the same extent as set out in this Agreement. For clarity, Customer shall not appoint any third party as an Authorized User that licensed all or any portions of the Code Base identified in an applicable Purchasing Agreement to Customer.

1.4 *"Code Base"* means those portions of Customer's software identified in an applicable Purchasing Agreement by reference to the name of the product, project or package and a number of lines of code, if applicable.

1.5 *"Documentation"* means the user documentation, in written, electronic or other format, which describes the Licensed Product and its operation and which Synopsys makes generally available to its licensed customers for use with the Licensed Product.

1.6 *"License Type"* means the usage rights purchased under the applicable Purchasing Agreement. License Types offered by Synopsys from time to time can be found at: https://www.synopsys.com/company/legal/software-integrity/license-types.html.

1.7 *"Licensed Product"* means the specific products provided by Synopsys and listed in a Purchasing Agreement and (a) all related Documentation, and (b) all updates (including Licensed Product Updates), modifications and maintenance services provided to Customer. An overview of the product packages included in the Licensed Product identified in the applicable Purchase Agreement are posted at: https://www.synopsys.com/software-integrity.html.

1.8 "*Licensed Product Updates*" means features and functionalities of Licensed Products which may be updated from time to time, including but not limited to updated protocols for Defensics; updated checkers for Coverity; updated definitions of, and metadata from open source and vulnerabilities related to Open Source Software for applicable Black Duck labeled products; and updated vulnerability definitions for Seeker.

1.9 "**Plug-In**" means additional functionality or features available to an end user through a standalone component used in conjunction with a Licensed Product subject to the terms and conditions set forth in this Agreement.

1.10 "*Territory*" means the specific country(ies) or geographical areas identified in the applicable Purchasing Agreement to which the Customer's usage of the Licensed Product is limited.

1.11 "**Hosting Services**" shall have the meaning set forth in the Hosting Services Addendum.

1.12 "**Hosted Software**" shall have the meaning set forth in the Hosting Services Addendum.

2. **LICENSE.**

2.1 *License Grant and Applicable Fees and Delivery*. Subject to Customer's compliance with the terms and conditions of this Agreement, Synopsys grants Customer a nonexclusive, non-transferable license, solely during the license term and in the Territory set out in the applicable Purchasing Agreement, to (a) use and operate the Licensed Product to the extent permitted by Customer's payment of applicable fees for the License Type purchased, solely for the purpose of developing, analyzing, building or testing the Code Base, or other license constraint identified in such Purchasing Agreement, and (b) copy the Licensed Product as reasonably necessary to exercise the license rights granted in subsection (a), including making a reasonable number of copies for backup and archival purposes. All applicable fees are owed upon the effective date of the applicable Purchasing Agreement, are non-refundable upon such date, and are payable in accordance with the payment schedule set out in the applicable Purchasing Agreement. All past due amounts will incur interest at a rate of 1.5% per month or the maximum rate permitted by law, whichever is less. If Customer does not pay an amount by the scheduled due date, Synopsys will have the right to withhold the delivery of the license keys and / or terminate the applicable Purchase Agreement and accelerate the due date of all remaining payments. In the foregoing event, Customer will owe the entire outstanding balance as soon as Customer receives written notice from Synopsys that payment is overdue. Fees payable are net amounts, without deduction for taxes or duties. Customer will pay taxes and duties (including but not limited to sales, use and withholding taxes) associated with its purchases under this Purchasing Agreement, except for Synopsys' net income taxes; taxes and duties are based on where the Licensed Product is electronically delivered and where Services are delivered. Applicable sales tax will be included on invoices for Licensed Products and / or Services. Invoices for Licensed Products and / or Services are issued upon Customer execution of the applicable Purchasing Agreement. Where practical, Synopsys will deliver the Licensed Product electronically and delivery will be deemed to occur upon the Licensed Product being available for electronic download. Delivery of any tangible media will be made F.O.B. point of shipment.

2.2 *Conditions*. The rights granted to Customer above are conditional upon Customer's compliance with the following obligations:

a. Customer will not copy Synopsys' Licensed Products or Documentation, in whole or in part, except as expressly authorized in this Agreement.

b. Customer will not transfer, assign, lease, lend or rent Synopsys' Licensed Products or Documentation, use them to provide service bureau, time-sharing or other services, or otherwise provide or make the functionality thereof available to third parties except as expressly authorized in this Agreement.

c. Customer will not disassemble, decompile, reverse engineer, modify or create derivative works of Synopsys'

2

Licensed Products or Documentation nor permit any third party to do so, except to the extent such restrictions are prohibited by applicable mandatory local law.

d.   Customer will not allow access or use of the Licensed Product by, and will not display the Licensed Product's user interfaces to anyone other than the Authorized Users without Synopsys's prior express written consent.

e.   Customer will not disclose to any third party any comparison of the results of operation of Synopsys' Licensed Products with other products.

f.   Customer will not delete or in any manner alter the copyright, trademark or other proprietary rights notices appearing on the Licensed Product as delivered by Synopsys. Customer will reproduce such notices on all copies Customer is authorized to make of the Licensed Product.

g.   Customer's use of the Licensed Product is time-limited to the licensed term set out in the applicable Purchasing Agreement, and such use and access may be monitored and regulated through a license management tool (the "**License Manager**") and a Licensed Product Updates tool. The License Manager will report such data (collectively, "*Use and Compliance Data*") to Synopsys. Customer will not install or use the Licensed Product in a manner that circumvents or interferes with the operation of the License Manager, the Licensed Product Updates tool or any other technological measure that controls access to the Licensed Product. Some configurations may require the License Manager or the Licensed Product Updates tool to be installed only on designated servers. For those configurations, Synopsys will support two changes to the designated servers during any twelve-month period upon prior written notice.

2.3. *Offsite Contractors.* Customer may allow Authorized Users that are offsite contractors to access and use the Licensed Product solely for Customer's benefit in accordance with this Agreement provided that: (a) Customer is responsible for the acts and omissions of its offsite contractors with respect to any Licensed Product licensed under this Agreement; (b) Customer ensures that the Licensed Product is completely and irretrievably uninstalled from any offsite contractor's equipment and premises (except for those modules necessary to view results and other data generated from using the Licensed Product) immediately upon completion of the offsite contractor's services requiring use of the Licensed Product; and (c) Customer has a written agreement in place with the offsite contractor requiring that the offsite contractor protect Synopsys' Licensed Product, Confidential Information and intellectual property at least to the same extent as set forth in this Agreement. Customer acknowledges that Synopsys has no warranty or other obligations to Customer's offsite contractors.

2.4. *Licensed Product Updates.* Customers with licenses to Licensed Products are granted the right to use, as part of the Licensed Products, such Licensed Product Updates as and when they are made generally available to Synopsys' end user customers who have purchased such maintenance/support

offering and for such period of time as indicated in the applicable Purchasing Agreement. This Agreement does not otherwise permit Customer to obtain and use Licensed Product Updates.

2.5. *Special Terms for Third Party Software*. The Licensed Product may contain open source or community source software ("*Open Source Software*") provided under separate license terms (the "*Open Source License Terms*"). The applicable Open Source License Terms are identified in a directory named "Licenses" provided with the delivery of the Licensed Product. Customer's use of the Open Source Software in conjunction with the Licensed Product in a manner consistent with the terms of this Agreement is permitted, however, Customer may have broader rights under the applicable Open Source License Terms and nothing in this Agreement is intended to impose further restrictions on Customer's use of the Open Source Software. 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 Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

2.6. *Feedback and Analytics*. Customer may choose to, but is not required to, provide suggestions, data, feedback and other information to Synopsys, its subcontractors or authorized distributors regarding possible improvements in the operation, functionality or use of Synopsys' Licensed Products ("*Feedback*"). Customer hereby grants to Synopsys, its subcontractors and authorized distributors, a non-exclusive, perpetual, irrevocable, royalty-free and fully paid up license to use, copy, display, modify, create derivative works of and distribute any Feedback, and to make, have made, use, lease, sell, offer for sale, import, export or otherwise transfer any Synopsys product offering covered by any intellectual property rights in such Feedback solely for the purpose of (i) improving the operation, functionality or use of its existing and future product offerings and commercializing such offerings; and (ii) publishing aggregated statistics about software quality, provided that no data in any such publication can be used to specifically identify Customer or Customer's software code.

2.7. *Keys and Access*. Synopsys agrees to provide Customer those authorization keys and/or passwords, which are

3

necessary to permit Customer to gain access to the Licensed Product made available to Customer for the Licensed Product which has been properly licensed to Customer in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Customer hereby acknowledges that Customer shall have no right or license to any software made available to Customer which has not been properly licensed to Customer pursuant to this Agreement or the applicable Purchasing Agreement, or that has been included therein solely as a matter of convenience, and that Customer agrees not to attempt to gain access to, or permit any third party to attempt to gain access to, such software.

2.8. *Plug-Ins*. For Customers with valid licenses to the Licensed Products, including Seeker, Customer is hereby granted the right to use, in conjunction with the Licensed Products licensed to Customer, Plug-Ins made available for use with the Licensed Products by Synopsys from time to time. No additional Purchasing Agreements are required in connection with the use of such Plug-Ins. Customer's right to use such Plug-Ins are provided under the terms of this Agreement, including the license grant set forth in Section 2.1 of this Agreement. Notwithstanding the foregoing, a Plug-In is not "Software" for purposes of this Agreement. ALL PLUG-INS ARE PROVIDED AS-IS", WITHOUT ANY WARRANTY OF ANY KIND. SYNOPSYS AND ITS PARTNERS, SUPPLIERS AND DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SUCH PLUG-IN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SYNOPSYS AND ITS PARTNERS, SUPPLIERS AND DISTRIBUTORS DISCLAIM ALL LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO ANY PLUG-IN. The indemnification provisions of Section 5 of this Agreement shall not apply to Plug-Ins.

3. **CONFIDENTIALITY.**
3.1. *Confidential Information*. *"Confidential Information"* means: (a) each party's software products, in byte code or source code form; (b) any authorization keys and passwords delivered in order to operate such products; (c) Documentation, product road maps and development plans, and product pricing information; (d) any business, technical or training information of a party that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure or, without a marking requirement where the receiving party knows or reasonably should understand the disclosure to be confidential or trade secret information; and (e) Customer specific terms and pricing set forth in any quotation, Purchasing Agreement or this Agreement.

3.2. *Exclusions*. Confidential Information does not include information that: (a) is or becomes generally known or available to the public through no act or omission of the party receiving Confidential Information ("*Receiving Party*"); (b) is rightfully known by the Receiving Party prior to receiving such

information from the other party ("*Disclosing Party*") and without restriction as to use or disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information and without breach of this Agreement; or (d) is rightfully received by the Receiving Party from a third party without restriction on use or disclosure. The existence of this Agreement and the nature of the business relationship between the parties are not considered Confidential Information.

3.3. *Use and Disclosure Restrictions*. Receiving Party will not use the Disclosing Party's Confidential Information except as necessary to exercise the rights granted under this Agreement or to evaluate opportunities to license additional Licensed Products pursuant to this Agreement, and will not disclose such Confidential Information to any person or entity except to its Authorized Users. Without limiting the generality of the foregoing, Customer agrees that it will not post the Licensed Product, the Documentation, or any screenshots of the Licensed Product or results generated by the Licensed Product, on any network that is accessible by anyone other than the Authorized Users. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors that need to know in order to provide business advice to such party. In addition, each party may disclose the terms and conditions of this Agreement: (i) as required under applicable securities regulations; and (ii) on a confidential basis to present or future providers of venture capital and potential private investors in or acquirers of such party.

3.4. *Right of Equitable Relief*. The parties acknowledge that violations of the covenants and obligations of this Agreement may cause the non-breaching party irreparable injury for which an adequate remedy at law may not be available. Therefore, the non-breaching party shall be entitled to seek all remedies that may be available under equity, including immediate injunctive relief, in addition to whatever remedies may be available at law.

4. **WARRANTY**.
4.1. *Limited Licensed Product Warranty*. Subject to the remainder of this Section 4, for a period of forty five (45) days from earlier of the date that the Licensed Product is first made available to Customer for download or Customer's first receipt of the Licensed Product pursuant to an Purchasing Agreement, Synopsys represents and warrants that, (a) the media on which the Licensed Product is delivered will be free of defects in material and workmanship, (b) the Licensed Product will substantially conform to the functional specifications set forth in the applicable Documentation, and (c) it has used commercially available virus-detection software to scan the Licensed Product, and it has not knowingly introduced into the Licensed Product any virus, Trojan horse,

4

trap door, or other code that is intended to cause harm to the Code Base or other systems.

4.2. **Sole Remedy**. If, during the warranty period set forth in Section 4.1, Synopsys receives written notice from Customer of non-conformity of the Licensed Product with the warranty set forth in Section 4.1, Synopsys will, as Customer's sole and exclusive remedy and Synopsys' entire liability for such non-conformity: (a) deliver a correction or workaround for the non-conformity; or (b) if Synopsys is unable to deliver such a correction or workaround, provide written notice to Customer and, upon Customer's return or confirmed destruction of all copies of the non-conforming Licensed Product to Synopsys, refund the license fees paid by Customer for such non-conforming Licensed Product.   THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS RELATED TO THE LICENSED PRODUCT.

4.3. **Disclaimer**. Synopsys does not warrant that the Licensed Product will meet Customer's requirements, that the Licensed Product will operate in combinations with equipment, devices, software or systems provided by persons other than Synopsys, that the operation of the Licensed Product will be error-free or uninterrupted, or that the Licensed Product will discover all open source or third-party code, potential license conflicts, errors and vulnerabilities that may reside in the Code Base. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SYNOPSYS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OR COMPLETENESS OF RESULTS, CONFORMANCE WITH DESCRIPTION, AND NON-INFRINGEMENT. SYNOPSYS AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

5. **INDEMNIFICATION**.

5.1. **Infringement Indemnity**. Synopsys will defend or settle any action brought against Customer by paying all costs, damages and reasonable attorneys' fees that are finally awarded against Customer to the extent those amounts are based upon a third party claim that the Licensed Product, as provided by Synopsys to Customer under this Agreement and used in accordance with this Agreement, directly infringes any U.S. patent, or copyright or misappropriates any U.S. trade secret. However, Synopsys' obligations under this Section 5 are subject to the following conditions: (a) Customer must promptly notify Synopsys in writing of the action; (b) Customer grants Synopsys sole control of the defense and settlement of the action; and (c) Customer must provide Synopsys, at Synopsys' expense, with all assistance, information and authority reasonably requested for the defense and settlement of the action. Synopsys will not be responsible for any compromise made or expense incurred without its consent. If use of any of the Licensed Product is, or in Synopsys' reasonable opinion is likely to be, the subject of an action specified in this Section 5.1, Synopsys may, at its sole option and at no additional charge: (i) procure for

Customer the right to continue using such Licensed Product; (ii) replace or modify such Licensed Product so that it is non-infringing and substantially equivalent in function to the original Licensed Product; or (iii) if options (i) and (ii) above are not accomplished despite Synopsys' reasonable efforts, terminate Customer's rights and Synopsys' obligations hereunder with respect to such Licensed Product and refund the unamortized portion of the license fees paid for such Licensed Product, based upon a straight-line depreciation over the term of the license commencing as of the date Customer received such Licensed Product.

5.2. **Exclusions**. Notwithstanding the terms of Section 5.1, Synopsys will have no liability for any infringement or misappropriation action or claim of any kind to the extent that it results from: (a) modifications to the Licensed Product made by a party other than Synopsys, if the infringement or misappropriation would not have occurred but for such modifications; (b) the combination, operation or use of the Licensed Product with equipment, devices, software, systems or data not supplied by Synopsys, if the infringement or misappropriation would not have occurred but for such combination, operation or use; (c) Customer's failure to use the updated or modified Licensed Product provided by Synopsys to avoid infringement or misappropriation; (d) Synopsys' compliance with any designs or specifications provided by Customer; and/or (e) Customer's use of the Licensed Product other than as authorized by this Agreement.

5.3. **Sole Remedy**. THE PROVISIONS OF THIS SECTION 5 SET FORTH SYNOPSYS' SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, SYNOPSYS AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

6. **LIMITATION OF LIABILITY.**

6.1. **Exclusion of Damages**. Notwithstanding anything to the contrary, this Agreement does not limit liability due to death or personal injury caused by gross negligence, or liability due to fraudulent misrepresentations or willful misconduct, or liability arising from breaches of confidentiality obligations or license grants or conditions hereunder. SUBJECT TO THE FOREGOING SENTENCE, IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that Synopsys would not be able to provide the Licensed Product without the limitations set forth in this Section 6. Customer may have other rights under applicable mandatory local laws. This Agreement does not change

5

Customer's rights under applicable mandatory local laws if such laws do not permit it to do so.

6.2. **Cap on Liability**.   IN NO EVENT WILL SYNOPSYS, ITS AFFILIATES OR ITS SUBSIDIAIRIES, OR ITS SUPPLIERS' AGGREGATE LIABILITY UNDER THIS AGREEMENT, OR RELATING TO ITS SUBJECT MATTER, EXCEED WITH RESPECT TO ANY LICENSED PRODUCT, THE AMOUNT PAID BY CUSTOMER FOR THE LICENSED PRODUCT GIVING RISE TO THE CLAIM, AND WITH RESPECT TO SERVICES, THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM.

7. **EXPIRATION AND TERMINATION.**

7.1. **Term of Agreement**. The term of this Agreement shall begin on the Effective Date of this Agreement and will end when this Agreement is terminated by either party in accordance with this Section 7.

7.2. **Term of Purchasing Agreement**.   Each Purchasing Agreement will have its own term, as indicated by the License Term applicable to the Licensed Product licensed under such Purchasing Agreement.

7.3. **Termination for Breach.** Either party will have the right to terminate this Agreement or any Purchasing Agreement if the other party breaches any material term of the Agreement or Purchasing Agreement, as the case may be, and if such breach is capable of cure, the breaching party fails to cure such breach within thirty (30) days after receiving written notice thereof.   Either party will have the right to terminate this Agreement if the other becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for such other party or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against such other party. Termination of this Agreement under this Section 7 terminates all Purchasing Agreements and Licensed Product licenses granted hereunder.

7.4. **Effect of Termination or Expiration**.   Upon termination or expiration of this Agreement or a Purchasing Agreement, all Licensed Product licenses and rights to use Confidential Information that are granted thereunder shall terminate. Upon termination of this Agreement or expiration of the license term in any Purchasing Agreement, Customer will: (a) promptly return to Synopsys or destroy the applicable Licensed Product and Confidential Information and all copies and portions thereof, in all forms and types of media; and (b) promptly pay all fees owing up to the date of termination.

7.5. **Survival**. Sections 1, 2.2, 2.4, 2.5, 3, 4.3, 5.3, 6, 7.2, 7.3 and 8 of the Agreement, Section 6 of the SDK Addendum, and the Special Terms Addendum and the Hosting Services Addendum, will survive the termination or expiration of this Agreement or of any Purchasing Agreement.

8. **GENERAL.**

8.1. **Promotion**. Unless otherwise provided in the Purchasing Agreement, Customer agrees that Synopsys may use Customer's name and logo (in a form approved by Customer) to identify Customer as a customer on Synopsys' website or in marketing or publicity materials or in any filings made in connection with state or federal securities laws. Additionally, upon execution of this Agreement, the parties will use commercially reasonable efforts to issue mutually agreed upon joint press releases or other public communications announcing Customer's entry into this Agreement.

8.2. **"Maintenance Services"** means any standard Synopsys maintenance and support services (excluding onsite support or consulting services referenced in Section 8.3 below) related to the Licensed Product licensed hereunder pursuant to a Purchasing Agreement, where such services shall be governed by the applicable Synopsys Maintenance Services terms attached to this Agreement.   Except as indicated on an applicable Purchasing Agreement, fees for Licensed Products include Synopsys Standard Maintenance Services for the duration of the license term applicable to such Licensed Products. In the event that the Synopsys Maintenance Services Terms are not included herein (as an addendum hereto or otherwise), the terms for Synopsys Maintenance Services are hereby incorporated herein by references, and are available at: https://www.synopsys.com/company/legal/software-integrity/maintenance-service-terms-v2015-1.html, or as otherwise indicated in the Purchasing Agreement.

8.3. **Onsite Support Services; Customer Success; Training; Hosting Services.**   If Synopsys provides any Services (as defined in the attached Onsite Support Services Terms Addendum, and excluding Maintenance Services referenced in Section 8.2 above) to Customer, the Services shall be governed by the attached Synopsys Onsite Support Services Terms. In the event that the Synopsys Onsite Support Services Terms are not attached to this Agreement (as an addendum or otherwise), the terms for Onsite Support Services, are hereby incorporated herein by reference, and are available at: https://www.synopsys.com/company/legal/software-integrity/onsite-support-services-terms-v2015-1.htmlindex.html, or as otherwise indicated in the Purchasing Agreement. Synopsys shall not be obligated to perform any On-Site Support Services, excluding Training, until the parties enter into a written Statement of Work describing the scope of such Services to be performed and such Statement of Work shall be governed by the terms of this Agreement and the applicable Purchasing Agreement. Where described in the applicable Purchasing Agreement or the Statement of Work, as applicable, actual travel and related expenses will be charged to Customer as incurred, provided that such expenses shall be capped at $3,000 per each five (5) consecutive consulting days. For clarity, payment for Onsite Support Services or Maintenance Services does not entitle Customer to Customer Success program services or training services. Onsite Support Services, Customer Success program services or training services that remain unused at the end of the license term referenced in the applicable Purchasing Agreement will be forfeited and Customer will not be entitled to any refund for unused portions. If Synopsys provides any Hosting Services (as defined in the attached Hosting Services

6

Addendum) to Customer, the Hosting Services will be governed by the attached Hosting Services Addendum.

8.4. **Software Development Kit.** For some Licensed Products, Synopsys provides a software development kit ("**SDK**") to Customer with the Licensed Product. Use of the SDK shall be governed by the Synopsys SDK terms included in the addendum attached to this Agreement. In the event that the Synopsys SDK terms are not included herein (as an addendum hereto or otherwise), the SDK terms are available at: https://www.synopsys.com/company/legal/software-integrity/software-development-kit.html.

8.5. **Export Control.** Customer agrees that the Licensed Product, Services and Technical Support 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 the Treasury, Office of Foreign Assets Control and that Customer will comply with these laws and regulations. Without limiting the foregoing, if any of the Licensed Products, Services and Technical Support governed by this Agreement, or the direct product of any such Licensed Product, Services and Technical Support (each, a "**Controlled Product**"), is subject to the national security controls as identified on the Commerce Control List (the "**Controlled Products**"), Customer will not, without a U.S. Bureau of Industry and Security license or license exception, export, re-export, or transfer a Controlled Product, either directly or indirectly, to any national of any country identified in Country Groups D:1 or E:1 as defined in the EARs. In addition, the Licensed Product, Services and Technical Support subject to this Agreement may not be exported, re-exported, 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: (i) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (ii) the design, development, production, or use of missiles or support of missiles projects; and (iii) the design, development, production, or use of chemical or biological weapons. Customer will, at Synopsys' request, demonstrate compliance with all such applicable export laws, restrictions, and regulations.

8.6. **Assignment.** Customer may not assign this Agreement, or any licenses granted hereunder, in whole or in part, by operation of law or otherwise. Any attempt to so assign without such consent will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

8.7. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of Korea excluding that body of laws known as conflicts of law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Korea and the parties irrevocably consent to the personal jurisdiction and venue therein. Customer agrees that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("**UCITA**"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

8.8. **Verification and Audit.** In addition to the Use and Compliance Data collected by the License Manager, Customer will monitor and track access to and use of the Licensed Product. At Synopsys' written request, Customer will furnish Synopsys with (a) a certification signed by an authorized representative of Customer providing user or access information that identifies whether the Licensed Product is being used in accordance with the terms of this Agreement, and (b) log files from any License Manager that regulates access to the Licensed Product. Upon at least thirty (30) days prior written notice, Synopsys may engage, at its expense, an independent auditor to audit Customer's use of the Licensed Product to ensure that Customer is in compliance with the terms of this Agreement and the applicable Purchasing Agreements. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. Customer will provide the auditor with access to the relevant records and facilities. If an audit reveals that Customer has underpaid fees to Synopsys during the period audited, then Synopsys will invoice Customer, and Customer will promptly pay Synopsys for such underpaid fees based on Synopsys's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the license fees paid by Customer for the Licensed Product, then Customer will also pay Synopsys' costs of conducting the audit.

8.9. **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

8.10. **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters or governmental action.

8.11. **Notices.** All notices required or permitted under this Agreement will be in writing. Notices will be effective upon delivery if delivered in person and upon mailing if delivered by courier service, overnight delivery services or by a form of certified or express mail. Notices affecting this Agreement as a whole will be sent to the address set forth above, if any, or to such other address of a party as such party may identify in writing; notices related to a particular transaction will be sent to the primary corporate addresses set

7

forth in the Purchasing Agreement or to such other address as Customer or Synopsys may notify the other party in writing.

8.12. **_Entire Agreement; Modification; Interpretation_**. This Agreement, including any Addenda hereto and any Statements of Work attached thereto, and all accepted Purchasing Agreements referencing this Agreement, constitute the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Customer agrees that additional or different terms on Customer's purchase order shall not apply. Failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of this Agreement will be effective only if in writing and signed by Customer and an authorized representative of Synopsys. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The word "including" when used in this Agreement will mean including without limitation of the generality of any description, definition, term or phrase preceding that word.

8.13. **_U.S. Government Restricted Rights._** All Licensed Products are "Commercial Computer Software" as defined under FAR 252.227-7014. For customers subject to the Defense Federal Acquisition Resolutions (DFAR), the Commercial Computer Software and associated documentation are sold pursuant to Synopsys' standard commercial license pursuant to DFARS 227.7202-1.Commercial Products. For all other government customers, use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (b)(2) of Commercial Computer Software License 48 CFR 52.227-19, as applicable.

8.14. **_Synopsys Entities._** Synopsys, Inc. and its wholly-owned subsidiaries, including, but not limited to, Synopsys International Limited, Synopsys International Limited Taiwan Branch, Nihon Synopsys, G.K., Synopsys Korea, Inc. and Synopsys Technologies Company Limited, 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 a country in the Americas, Israel or Africa or US dollar transactions in Russia or China, 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 Japan, the distributing Synopsys entity is Nihon Synopsys G. K., based in Japan. For products used or services provided in the Republic of Korea, the distributing Synopsys entity is Synopsys Korea, Inc., based in Korea. For products used or services provided in China in Renminbi, the distributing Synopsys entity is Synopsys Technologies Company Limited, based in China. 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.

8.15. **_Counterparts and Execution_**. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An originally executed version of this Agreement or any Exhibit, attachment and subsequent Purchasing Agreement (including, where applicable, a Customer purchase order issued in response to a Purchasing Agreement where such issuance constitutes execution), that is delivered by one party to the other party, as evidence of signature, by facsimile, or by electronic mail after having been scanned as an image file (including, Adobe PDF, TIF, etc.) shall, for all purposes hereof, be deemed an original signature and neither party shall have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of the Agreement.

8.16. **_Controlling Language._** This Agreement has been prepared, negotiated and signed in English, and English is the controlling language of this Agreement. Even if any other language version is prepared, including the Japanese version of this document, such version is for convenience purposes only and the English version shall prevail if there is any difference between such version and English version.

END OF TERMS AND CONDITIONS

MAINTENANCE SERVICES TERMS ADDENDUM

1.   **MAINTENANCE   SERVICES**.   "*Maintenance Services*" means the standard Maintenance and Support provided by Synopsys to Customer as further described below. Subject to Customer's payment of applicable fees, Synopsys will provide the following standard Maintenance Services to Customer for the period agreed by the parties in the order documentation:

1.1   *Maintenance and Support*.

(a)   *Maintenance*.   "*Maintenance*"   means   the provision by Synopsys to Customer of any Releases or Workarounds that are made generally available by Synopsys to customers who subscribe for Synopsys' Maintenance Services offering.

(i)   A Release will be one of the following: A "*Major Release*" means a specific edition of the Licensed Product that contains major functionality changes. The content and timing of all Major Releases will be determined by Synopsys in its sole discretion. Major Releases are signified by version changes to the left of the decimal point (e.g. 2.0 -> 3.0) following the product name. A "*Minor Release*" means a specific edition of the Licensed Product that contains minor, but significant functionality changes and could include Licensed Product Updates. The content and timing of all Minor Releases will be determined by Synopsys in its sole discretion. Minor Releases are signified by version changes to the right of the decimal point (e.g. 2.5 -> 2.6) following the product name.

(ii) "*Workaround*" means a Licensed Product patch, error correction, or feasible change in operating procedures whereby the Licensed Product is made sufficiently functional so that Customer can continue to use the Licensed Product. Synopsys may provide Workarounds for a release to resolve a Service Issue for up to twelve (12) months after the earlier of (i) the date the subsequent Release is first made commercially available, and (ii) the date the current Release is no longer made available as a commercial offering by Synopsys. After such twelve (12) month period, Synopsys is not obligated to provide Workarounds but will support Customer's update of the Licensed   Product   to   the   latest   Release.   Where

Workarounds are to be delivered to resolve a Service Issue, Synopsys will provide Customer with a single copy of a Workaround on suitable media or shall make available the applicable Workaround for download by Customer from Synopsys' web site.

(b)   *Support*.   "*Support*" means the e-mail and telephone technical services that Synopsys offers regarding the use and function of the Licensed Product. Synopsys will provide Support and respond to Service Issues as further described below. A "*Service Issue*" is a Customer inquiry regarding the functionality or use of the Licensed Product. Customer agrees that Synopsys' Support obligations concerning the Licensed Product's use with third party products, including compilers, operating systems and other Licensed Product, shall be limited to those items set forth in the Documentation.   Service Issues are assigned a classification at the time of Customer's initial contact with Synopsys, and are classified according to the severity levels set forth below.   Synopsys will initially respond in accordance with the response times applicable to Service Issues reported by telephone or e-mail during Synopsys' regular service hours for the applicable region as set forth below. Failure to contact Customer within the response time period because Customer is unavailable (*e.g.,* phone busy, no answer, in a meeting, or out of the office) does not constitute Synopsys' noncompliance with the response commitment. Customer shall cooperate with Synopsys to provide reproducible results for any errors reported. Synopsys' ability to provide Support will depend, in some cases, on the ability of Customer's representatives to provide accurate and detailed information and to aid Synopsys in handling a Service Issue. Customer shall provide Synopsys with reasonable access to Customer systems, premises and staff as needed to provide Support. Synopsys will provide Support for each Release for at least eighteen (18) months after the subsequent Release is first made commercially available. After such period, Synopsys will provide Support, as needed, to Customer to update its use of the Licensed Product to the latest Release of the Licensed Product.

Service Issue Classification	Response Time	Next Steps
Severity P1—Critical Business Impact: Licensed Product is not functioning or is stopped or severely impacted so that Customer cannot reasonably continue use of Licensed Product and no Workaround is available.	One business day	Once the Service Issue is verified, Synopsys will engage development staff during Synopsys' business hours (but in no event later than 12 hours after the Service Issue is verified) until a Workaround is achieved.
Severity P2—Major Business Impact: Licensed Product is functioning inconsistently causing significantly impaired Customer usage and productivity, such as periodic work stoppages and feature crashes.	One business day	Once the Service Issue is verified, Synopsys will engage development staff during Synopsys' business hours (but in no event later than 24 hours after the Service Issue is verified) until a Workaround is achieved.
Severity P3—Minor Business Impact: Licensed Product is functioning inconsistently causing slightly impaired Customer usage and productivity but Customer can work around such inconsistency or impairment.	Two business days	Once the Service Issue is verified, Synopsys will consider a Workaround, if appropriate in Synopsys' sole discretion, and Licensed Product enhancements for such Service Issue for inclusion in a subsequent Release.
Severity P4—No Business Impact: Licensed Product is functioning consistently but Customer requests minor changes in Licensed Product such as Documentation updates, cosmetic defects or enhancements.	Three business days	Once contact has been made with Customer, Synopsys will consider Licensed Product enhancements for inclusion in a subsequent Release.

(c) ***Customer Point of Contact.*** Customer will designate a specific individual to be the primary point of contact for Maintenance Service communications with Synopsys and will deliver contact information for such individual to Synopsys' support team.

1.2 **On-Site Support.** Customer may elect to purchase specific on-site support packages, details of which can be found on Synopsys' website: https://www.synopsys.com/company/legal/software-integrity/onsite-support-services-terms-v2015-1.html. The purpose of on-site support is to help customers optimize deployment of the Licensed Product, including installation, setup, configuration, and additional support offerings.

1.3 ***Exclusions to Maintenance Services***. Maintenance Services do not include the right to access new or bundled product offerings made available by Synopsys, unless licenses for such offerings are separately purchased. Synopsys will not have any obligation to provide Maintenance Services for problems in the operation or performance of the Licensed Product to the extent caused by any of the following: (a) modifications to the Licensed Product made by a party other than Synopsys; (b) Customer's use of the Licensed Product other than as authorized by the applicable agreement licensing the Licensed Product to Customer or as provided in the Documentation; or (c) Customer's use of releases other than those releases of the Licensed Product covered by Maintenance Services, (d) Customer's failure to use any error corrections or updates thereto provided by Synopsys to address such problem, or (e) use of scripts or other deliverables provided to Customer under On-Site Support services (as described in Section 1.2 above). If, in its sole discretion, Synopsys determines that a problem in the operation or performance of the Licensed Product is caused by the foregoing, then Synopsys will notify Customer promptly and have no further Maintenance Service obligations related to such problem. If Customer requests services beyond standard Maintenance Services, Synopsys will have the right to invoice Customer at Synopsys' then-current published time and materials rates for the provision of such services.

2. **HOURS OF SERVICE AND CONTACT INFORMATION.**

For Customers located in Europe:

Contact us by:	At	During
Email	software-integrity-support@synopsys.com	9:00 – 17:00 UK time
Phone	**+44 (0) 1276 400352**	9:00 – 17:00 UK time

For Japanese-language support:

Contact us by:	At	During
Email	software-integrity-support-japan@synopsys.com	9am – 5pm JST
Phone	**+81-03-6746-3666**	9am – 5pm JST

For Korean-language support:

Contact us by:	At	During
Email	software-integrity-support-korea@synopsys.com	9am – 5pm KST
Phone	**+82-2-3404-9332**	9am – 5pm KST

For Mandarin-language support:

Contact us by:	At	During
Email	software-integrity-support-china@synopsys.com	9am – 5pm CST
Phone	**+86-4006-966-606**	9am – 5pm CST

For Customers located in India:

Contact us by:	At	During
Email	software-integrity-support@synopsys.com	9:00 – 17:00 IST
Phone	**+91-(0)80 6751 1888 or 1(800) 419-4311**	9:00 – 17:00 IST

For all other Customers:

Contact us by:	At	During
Web	Submit a Support Case	7am – 6pm Pacific Time
Email	software-integrity-support@synopsys.com	7am – 6pm Pacific Time
Phone	**+1 800-873-7793 or +1 415.321.5239**	7am – 6pm Pacific Time

All contact information is subject to change upon notice from Synopsys. Closed on public holidays.

3. **GENERAL.** These terms and conditions contain the parties' entire agreement concerning Maintenance Services. Customer agrees that additional or different terms on Customer's purchase order shall not apply. Any waiver, modification or amendment of these terms and conditions will be effective only if in writing and signed by an authorized representative of Customer and Synopsys.

END OF MAINTENANCE SERVICES TERMS ADDENDUM

11

ONSITE SUPPORT SERVICES TERMS ADDENDUM

1. SERVICES

1.1. **Services.** Customer has entered into an Agreement for a license to the Licensed Product as set forth therein. In connection with Customer's use of the Licensed Product, Customer may contract to retain Synopsys to provide Customer with the services set out in the applicable Addendum, Purchasing Agreement, Customer Success Package and/or Statement of Work to the Agreement (collectively the "**Services**"). The delivery of the Services is expressly conditioned on Customer's acceptance of the terms and conditions of this Addendum.

1.2. **Purchasing Agreements**; **Statements of Work**. Customer will order Services by executing one or more written Statements of Work or Purchasing Agreements as applicable. Synopsys shall not be obligated to deliver such Services until Customer and Synopsys enter into one or more (a) written statements of work (each a "**Statement of Work**") specifically identifying the Services to be delivered by Synopsys in connection with the applicable Purchasing Agreement, unless otherwise agreed to by the parties in the applicable Addendum or (b) Purchasing Agreements identifying the applicable Services to be performed. If applicable, a Statement of Work shall identify the Services that Customer requests Synopsys to provide, the duration of the Services, the fees payable by Customer for the Services, and the payment structure. To be effective, each Addendum, Purchasing Agreement and/or Statement of Work (as applicable) must reference this Addendum, and be agreed to in writing by an authorized representative of Synopsys and Customer, and once so agreed upon will be incorporated herein by reference. If no Purchasing Agreement or Statement of Work is executed in connection with the performance of the Services, a Synopsys invoice referencing this Addendum in response to Customer's correct purchase order shall be Synopsys' acceptance of the services transaction. Additional or different terms of Customer's purchase order shall not apply.

1.3. **Performance of Services**. Synopsys will perform the Services using such resources as Synopsys deems necessary in accordance with the terms and conditions of this Addendum and of each applicable Purchasing Agreement and Statement of Work. The Services shall be performed solely in relation to the licenses to the Licensed Product granted by Synopsys to Customer under the Agreement. All terms of the Agreement and Purchasing Agreement that are not specifically amended herein will remain in full effect. Nothing in this Agreement grants Customer any rights to the Licensed Product other than as explicitly stated herein. If Synopsys personnel are working on Customer's premises: (a) Customer will provide a safe and secure working environment for such personnel; and (b) Synopsys will comply with all reasonable workplace safety and security standards and policies that are applicable to Customer's employees and of which Customer

notifies Synopsys in writing and in advance of the commencement of any Services.

1.4. **Customer Responsibilities.** Customer will provide Synopsys with access to Customer's sites and facilities during Customer's normal business hours as reasonably required by Synopsys to perform the Services. Customer will also make available to Synopsys any data, information and any other materials reasonably required by Synopsys to perform the Services, including, but not limited to, any data, information or materials specifically identified in the Statement of Work (collectively, "**Customer Materials**").

1.5. **Relationship of the Parties**. Synopsys is performing the Services as an independent contractor, not as an employee, agent, joint venturer or partner of Customer. Synopsys acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. Accordingly, for a period of twelve (12) months following the completion of the Services, Customer agrees not to directly or indirectly solicit for employment any Synopsys employees or contractors, provided that a job posting available to the general public shall not be deemed such a solicitation.

2. **FEES AND EXPENSES.** As consideration for the Services, Customer will pay Synopsys fees in accordance with the terms set forth in the applicable Purchasing Agreement. Unless otherwise stated in the applicable Purchasing Agreement, Customer Success Package or Statement of Work, all Services are provided on a time and materials basis. In addition, Customer will reimburse Synopsys for all reasonable and customary travel, lodging and other related expenses incurred by Synopsys or its personnel in connection with the performance of the Services in accordance with the terms set forth in the applicable Purchasing Agreement, Customer Success Package, or Statement of Work upon being provided with receipts and other documentation for all such expenses.

3. **OWNERSHIP.** Material and associated intellectual property rights developed by a party prior to or outside of the scope of a Customer Success Package or Statement of Work ("**Pre-Existing Material**") shall be, as between the parties, owned by the developing party. Synopsys shall own all rights, title and interest in all scripts, methodologies, processes, and documentation, and all intellectual property rights therein, developed during the provision of the Services involving (i) implementation or installation of Licensed Products into Customer's environment, (ii) configuration of workflow or reporting capabilities of the Licensed Product, and (iii) optimization of the use of the Licensed Product in Customer's environment (collectively, the "**Synopsys-Owned Work Product**"). Synopsys hereby grants to Customer, for the license term applicable to the Licensed Product licensed to Customer under the applicable

12

Purchasing Agreement, a nonexclusive, worldwide, right to use, reproduce and create derivative works of any Pre-Existing Material owned by Synopsys and incorporated into deliverables of the Services, and the Synopsys-Owned Work Product, for Customer's internal business purposes to aid in Customer's use of Licensed Product licensed by it.

4.   **SERVICES WARRANTY**. Synopsys warrants that, for a period of ninety (90) days from the completion of the Services (the "***Services Warranty Period***") the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. If during the Services Warranty Period, Synopsys receives from Customer a written notice of the Service's non-conformance with the provisions set forth in this Section 4, Synopsys will, as Customer's sole and exclusive remedy and Synopsys' entire liability for any breach of the foregoing warranty, at Synopsys' sole option and expense, promptly re-perform the non-conforming Services or refund to Customer the fees paid for the non-conforming Services. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS RELATED TO THE SERVICES.

5.   **ENTIRE ADDENDUM.** The parties acknowledge that they have had previous discussions related to Synopsys' performance of the Services for Customer. This Addendum, together with any Statements of Work or Customer Success Packages incorporated into the Agreement by reference and the Agreement, constitutes the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the Agreement, this Addendum, any Customer Success Packages or any Statements of Work.

END OF ONSITE SUPPORT SERVICES ADDENDUM

SOFTWARE DEVELOPMENT KIT ADDENDUM

1.   SCOPE AND KEY TERMS.
This is an addendum (this "*SDK Addendum*") to the Agreement concerning Customer's use of the Licensed Product described below. The rights granted to the Licensed Product are expressly conditioned upon acceptance of the additional terms and conditions stated in this SDK Addendum by Customer. If an Authorized User of Customer is using the Licensed Product, Customer is the licensee of the Licensed Product. Customer may have already accepted a version of the terms and conditions of this SDK Addendum by signing a Purchasing Agreement referencing them. In all other circumstances, use by an Authorized User binds such user and Customer to these Terms and Conditions by using the Licensed Product.

The Licensed Product is the proprietary information of Synopsys or its suppliers who retain exclusive title to their intellectual property rights in the Software. Customer's rights to the Licensed Product are limited to those expressly granted below, and Synopsys reserves all rights not expressly granted in this SDK Addendum.

2.   *Definitions*. Capitalized terms in this Addendum have the meanings given them in the Agreement and/or applicable Purchasing Agreement. Whenever capitalized in this SDK Addendum:
2.1   "*SDK Addendum"* means this Synopsys SDK Addendum.

2.2   *"Agreement"* means the applicable Synopsys End User Software License and Maintenance Agreement pursuant to which a license to the Licensed Product was granted to Customer in accordance with the terms and conditions therein.   This SDK Addendum is hereby incorporated by reference into the Agreement.

2.3   *"Checker"* means one or more bug checkers developed by Customer or its Authorized Users in compliance with the Documentation for specific use with the Licensed Product.

2.4   "*Documentation*" means, for purposes of this SDK Addendum, the Documentation (as defined in the Agreement) that is specific to the Licensed Product licensed pursuant to this SDK Addendum.

2.5   "*SDK*" or "*Software Development Kit*" means the Documentation and the Licensed Product (source code and object code) provided or made available by Synopsys for use by Customer in connection with Customer's use of the Licensed Product in accordance with the terms of the Agreement.

2.6   "*Licensed Product*" means, for purposes of this SDK Addendum, the Synopsys Analysis Integration Toolkit (including without limitation any applications, sample code, simulator, tools, libraries, APIs, data, files, and materials).

2.7   "*Licensed Term*" means the period described in the applicable Purchasing Agreement for the Licensed Product.

3.   SDK INTERNAL USE LICENSE AND RESTRICTIONS.
3.1   *Permitted Uses and Restrictions.*   Subject to Customer's compliance with the terms and conditions of the Agreement and this SDK Addendum, Synopsys hereby grants Customer during the Licensed Term, a limited, non-exclusive, personal, revocable, non-sub-licensable and non-transferable license to:

3.1.1   Install up to the licensed number of copies of the SDK on computers owned or controlled by Customer, to be used internally by Customer or Customer's Authorized Users for the sole purpose of developing or testing Checkers; and

3.1.2   Make and distribute a reasonable number of copies of the Documentation to Authorized Users for Customer's internal use only and for the sole purpose of developing or testing Checkers. Customer understands that Checkers developed using the SDK can only be installed or used in conjunction with the Licensed Product. Synopsys shall not be responsible for any costs, expenses or other liabilities Customer may incur as a result of Customer's Checker development or use of this SDK.

3.2   *Copies.* Customer agrees to retain and reproduce in full the Synopsys copyright, disclaimers and other proprietary notices (as they appear in the SDK and Documentation provided) in any Checker created by Customer and/or its Authorized Users and in all copies of the SDK and Documentation that Customer is permitted to make under this Addendum.

4.   OWNERSHIP.
4.1   Synopsys retains all rights, title, and interest in and to the SDK it may make available to Customer under this Addendum.   Customer agrees to cooperate with Synopsys to maintain Synopsys' ownership of the SDK (including all Synopsys SDK materials incorporated into the

14

Checkers that are created in connection therewith), and Customer agrees to promptly provide notice of any claims relating to the SDK (and any SDK materials incorporated into such Checkers).

4.2   Except with respect to the SDK materials that are permitted to be incorporated into a Checker pursuant to the terms of this Addendum, Customer shall retain all rights, title and interest in and to the Checkers, subject to the use limitations stated herein.

4.3   Customer hereby grants to Synopsys, its subcontractors and authorized distributors, without charge, the right to use, copy, modify and create derivative works of any such Checkers solely for the purpose of (i) improving the operation, functionality or use of Synopsys' existing and future product offerings and commercializing such offerings; and (ii) publishing aggregated statistics about software quality, provided that no data in any such publication can be used to specifically identify Customer or Customer's Checkers or software code.

4.4   *No Other Permitted Uses.* Customer agrees not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the SDK or any Checker, in whole or in part, or to enable others to do so. Customer shall not use the SDK or any Checker for any purpose not expressly permitted by this Addendum. Customer may not and Customer agrees not to, or to enable others to, copy (except as expressly permitted under this Addendum), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the SDK or any services provided by the SDK, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law, or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the SDK). Customer agrees not to exploit any services provided by the SDK in any unauthorized way whatsoever. Any attempt to do so is a violation of the rights of Synopsys and its licensors of the SDK. If Customer breaches any of the foregoing restrictions, Customer may be subject to prosecution and damages. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Synopsys, by implication, estoppel, or otherwise. This Addendum does not grant Customer any rights to use any trademarks, logos or service marks belonging to Synopsys.

4.5   *Releases and Workarounds; No Support or Maintenance.* Synopsys may extend, enhance, or otherwise modify the SDK at any time without notice, but Synopsys shall not be obligated to provide Customer with any Releases or Workarounds to the SDK. If Releases or Workarounds are made available by Synopsys, the terms of this Addendum will govern such Releases and Workarounds. Synopsys is not obligated to provide any Maintenance or other support for the SDK. Customer acknowledges that Synopsys has no express or implied

obligation to announce or make available any Releases or Workarounds of the SDK to anyone in the future. Should a Release or Workaround be made available, it may have APIs, features, services or functionality that are different from those found in the SDK licensed hereunder.

5.   **CUSTOMER OBLIGATIONS.**
5.1   *Use of the SDK*. As a condition to using the SDK, Customer agrees that:

5.1.1   Customer will only use the SDK for the purposes and in the manner expressly permitted by this Addendum and in accordance with all applicable laws and regulations;

5.1.2   Customer will not use the SDK for any unlawful or illegal activity, nor to develop any Checker which would commit or facilitate the commission of a crime, or other tortious, unlawful, or illegal act;

5.1.3   To the best of Customer's knowledge and belief, Customer Checkers do not and will not violate, misappropriate, or infringe any copyright, patent, trademark, trade secret, rights of privacy and publicity, or other proprietary or legal right of any third party or of Synopsys.

5.2   *Requirements for Checkers.* Any Checker developed using this SDK must comply with these criteria and requirements, as they may be modified by Synopsys from time to time:

5.2.1   Checkers may only use SDK materials in the manner prescribed by Synopsys and must not use or call any materials not published or authorized by Synopsys.

5.2.2   A Checker may not itself install or launch other executable code by any means, including without limitation through the use of a plug-in architecture, calling other frameworks, other APIs or otherwise. No interpreted code may be downloaded and used in a Checker except for code that is interpreted and run by the Licensed Product.

5.2.3   Checkers must comply with the Documentation provided by Synopsys.

5.2.4   If Customer's Checker includes any Open Source Licensed Product, Customer agrees to comply with all applicable Open Source Licensed Product licensing terms. Customer also agrees not to use any Open Source Licensed Product in the development of Customer's Checker in such a way that would cause the non-Open Source Licensed Product portions of the SDK to be subject to any Open Source Licensed Product licensing terms or obligations, including, without limitation, any condition of use, copying, modification or redistribution, which would require such Checker or the Licensed Product and derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge (including without limitation as software distributed under the GNU General Public License or GNU Lesser/Library GPL).

15

6.   **INDEMNIFICATION.** Customer agrees to indemnify, defend and hold harmless Synopsys (including without limitation its directors, officers, employees, independent contractors and agents) from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorney's fees and court costs) (collectively "*Losses*") incurred by Synopsys as a result of Customer's breach of this Addendum, a breach of any certification, covenant, representation or warranty made by Customer in this Addendum, any claims that Customer's Checkers violate or infringe any third party intellectual property or proprietary rights, or otherwise related to or arising from Customer's use of the SDK, Customer's Checker(s) or Customer's development of Checkers, including any Losses as a result of a claim for death, personal injury or property damage. In no event may Customer enter into any settlement or like agreement with a third party that affects Synopsys's rights or binds Synopsys in any way, without the prior written consent of Synopsys.

7.   **NO WARRANTIES.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SDK IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. THE SDK IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SYNOPSYS AND SYNOPSYS' LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SDK, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SYNOPSYS DOES NOT WARRANT AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SDK, THAT THE SDK WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SDK WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SDK WILL BE CORRECTED, OR THAT THE SDK WILL BE COMPATIBLE WITH FUTURE SYNOPSYS PRODUCTS OR SOFTWARE.

8.   **ENTIRE ADDENDUM.** This Addendum constitutes the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to this Addendum. Parties specifically agree that Sections 1.5 (Documentation), 1.7 (Licensed Product), 2 (License), 4 (Warranty) and 5 (Indemnity) of the Agreement are not applicable to the SDK and that the SDK shall not be eligible for maintenance services.

END OF SOFTWARE DEVELOPMENT KIT ADDENDUM

SPECIAL TERMS AND CONDITIONS ADDENDUM

1. **SEEKER; DEFENSICS.** If Customer has purchased a license to the Licensed Products known as either Seeker ("*Seeker*") or Defensics ("*Defensics*"), the following additional terms apply:

1.1. *Seeker*

1.1.1. *Use in Test Environment Only*. SEEKER IS AN AUTOMATED TESTING SOLUTION DESIGNED TO BE USED IN NON-PRODUCTION ENVIRONMENTS ONLY. As part of the processes completed by Seeker, Seeker will automatically generate requests to the applicable Customer website, thus activating various website and associated database operations. Such processes may add to, modify, tamper with, and /or delete any persistent data contained in such site or in such database. CUSTOMER IS HEREBY ADVISED TO EXCLUDE ALL WEBSITES FOR WHICH CUSTOMER DOES NOT WANT SEEKER TO PERFORM SUCH OPERATIONS. SUCH OPERATIONS MAY ALSO BE DISABLED FROM THE SETTINGS->TEST/GENERAL SCREEN.

1.1.2. *Purpose; Data Modification; Data Collection.* Customer understands that Seeker is software that conducts certain tests by (i) gathering data and information from the environments, websites, software products, databases, and servers in which it operates and potentially saving such data and information in the database of Seeker, and (ii) potentially changing, deleting, or otherwise altering such data and information. Customer further understands that Seeker is designed to be used solely as part of a development and test environments, which are not production environments.

1.1.3. *Use of Customer End User Information.* Seeker uses sample end user data (including names, passwords, addresses, account numbers, credit card numbers and other data) that has been created for use in the operations performed by Seeker ("**Test/Form Data**"). Customer end user data used in Customer's production website, database and server environment may contain Personally Identifiable Information (as defined under U.S. law), Personal Data (as defined under European Union law and the implementing regulations of its member states) and other data regulated by U.S. and international law (collectively, "*Regulated Data*"). In the event that Customer provides Synopsys access to such Regulated Data for purposes of the performance of Synopsys Maintenance Services or otherwise, as between Synopsys and Customer, Synopsys shall be deemed a data processor and Customer shall be deemed the data controller with respect to such Regulated Data. CUSTOMER IS HEREBY ADVISED TO USE THE SUPPLIED TEST/FORM DATA ONLY IN THE OPERATION OF SEEKER. CUSTOMER IS HEREBY FURTHER ADVISED THAT THE USE OF REGULATED DATA IN SEEKER OPERATIONS IS A VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN THE EVENT THAT CUSTOMER USES REGULATED DATA IN SEEKER OPERATIONS, CUSTOMER SHALL HOLD SYNOPSYS HARMLESS FROM ANY LIABLITY RESULTING FROM SUCH USE.

1.1.4. *Credit Card Usage*. As part of Seeker's operations, Seeker will automatically test credit card forms, creating credit card transactions using such credit card forms using Test/Form Data. CUSTOMER SHALL BE SOLELY RESONSIBLE TO ENSURE THAT ANY ALL TESTED ENVIRONMENTS, APPLICATIONS, DATABASES, AND SERVERS CONTAIN TEST/FORM DATA ONLY. CUSTOMER IS HEREBY ADVISED TO USE TEST CREDIT CARD FORMS ONLY, AND TO DISCONNECT TESTED WEBSITES FROM PRODUCTION TRANSACTION SERVERS PRIOR TO TESTING. SUCH OPERATIONS MAY ALSO BE DISABLED FROM THE SETTINGS->TEST/GENERAL SCREEN. SYNOPSYS SHALL BEAR NO LIABILITY FOR AND CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR AND SHALL HOLD SYNOPSYS HARMLESS IN CONNECTION WITH ANY CUSTOMER-INITIATED CREDIT CARD TRANSACTIONS RESULTING FROM THE USE OF ANY DATA OTHER THAN TEST/FORM DATA IN THE OPERATION OF SEEKER.

1.2. *Defensics*

1.2.1. *Use in Test Environment Only*. DEFENSICS IS AN automated TESTING SOLUTION DESIGNED TO BE USED IN NON-PRODUCTION ENVIRONMENTS ONLY. As part of the processes completed by Defensics, Defensics will automatically test specific protocols of Customer software identified by Customer. Such protocols may add to, modify, tamper with, and /or delete portions of the software under test, and may disable software functionality in production environments. CUSTOMER IS HEREBY ADVISED NOT TO USE DEFENSICS IN ANY PRODUCTION ENVIRONMENT.

2. **DISCLAIMER.** CUSTOMER IS NOT LICENSED TO USE SEEKER OR DEFENSICS IN PRODUCTION ENVIRONMENTS; IN THE EVENT THAT CUSTOMER USES EITHER SEEKER OR DEFENSICS IN PRODUCTION ENVIRONMENTS, SYNOPSYS SHALL BEAR NO RESPONSIBILITY FOR SUCH USES AND CUSTOMER SHALL BEAR ALL LIABILITY FOR SUCH USES AND SHALL HOLD SYNOPSYS HARMLESS IN CONNECTION WITH ANY LIABILITY RESULTING FROM SUCH CUSTOMER USES.

END OF SPECIAL TERMS AND CONDITIONS ADDENDUM

HOSTING SERVICES ADDENDUM

1.	**DEFINITIONS.**

	1.1	**"Hosted Software**" means the software described in the applicable Purchasing Agreement that Synopsys will provision hosting services for on behalf of Customer under the terms of this Hosting Services Addendum.

	1.2	**"Hosting Services**" means the services related to the Hosted Software described in this Hosting Services Addendum.

2.	**Hosting Services Description**. During the term set forth in the applicable Purchasing Agreement, Synopsys shall provision Hosting Services on behalf of Customer as follows:

Synopsys will be responsible for managing the set-up, configuration and hosting of the Hosted Software including, but not limited to, managing the installation of all revisions, new versions, and updates to the Hosted Software.

3.	**POST-TERMINATION HOSTING.**

	Synopsys will permit Customer to access the Hosted Software for a maximum of thirty (30) days post termination of the Agreement or the applicable Purchasing Agreement, as applicable, for the limited purpose of accessing and downloading any Customer data retained therein.

4.	**HOSTING SERVICES PERFORMANCE WARRANTY**.

	4.1	**Uptime.** Synopsys will (a) have at least 99.5% uptime ("**Service Availability**"), as measured monthly, excluding planned downtime and any time necessary to implement updates, upgrades or modification to the Hosted Software, and (b) not experience more than two (2) instances of unscheduled downtime of more than one (1) hour each in any rolling thirty (30) day period. Routine updates to the Hosted Software are scheduled once per month on a Sunday, typically between the hours of 4 am and 8 am (Eastern US time zone).

	4.2	**Exclusions**. This Service Availability warranty shall not apply in the event of any interruption or failure of telecommunication or digital transmission links outside of Synopsys' network, Internet network congestion outside of Synopsys' network or other failures outside of Synopsys' network.

5.	**Limitation of Liability. EXCEPT FOR THE EXPRESS SERVICE AVAILABILITY WARRANTY STATED IN SECTION 4, THIS HOSTING SERVICES ADDENDUM DOES NOT CREATE ANY OTHER REPRESENTATION OR WARRANTY RELATED TO THE AVAILABILITY, ACCESSIBILITY, OR USEABILITY OF THE HOSTED SOFTWARE. THE REMEDIES STATED IN THE AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SYNOPSYS' FAILURE TO MEET THE WARRANTIES SET FORTH HEREIN.**

6.	**ENTIRE ADDENDUM.** The parties acknowledge that they have had previous discussions related to Synopsys' performance of the Hosting Services for Customer. This Addendum constitutes the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the Agreement or this Addendum.

END OF HOSTING SERVICES ADDENDUM