## CADENCE DESIGN SYSTEMS, INC. SOFTWARE LICENSE AGREEMENT

(Design Materials & Cloud Platform)

This is a legal agreement between the end user ("you"), and Cadence Design Systems, Inc. ("Cadence"). Under this agreement you will have the opportunity to use certain Cadence documentation, software and/or other design material ("Design Materials") for internal business purposes only. You will need to agree to the terms and conditions of this license agreement prior to such use.

PLEASE READ THIS LICENSE CAREFULLY BEFORE PROCEEDING. BY USING THE SOFTWARE OR BY CLICKING "ACCEPT" BELOW, YOU ARE AGREEING THAT YOU ARE BOUND BY THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT. IF YOU ARE AGREEING TO THIS LICENSE ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND THE COMPANY TO THIS AGREEMENT.

GRANT OF LICENSE: Cadence grants to you the temporary, personal, non-transferable, non-exclusive right to use the enclosed documentation, software and/or other design materials (the "Design Materials"). The Design Materials are in use once you access Cadence's web-based cloud orchestration and design management environment (the "Cloud Platform"), where the Design Materials are hosted. "Use" shall mean, to the extent expressly permitted hereunder, and as it applies to software, executing or processing instructions contained in the software and/or displaying or viewing output results from the software. You may use the Design Materials solely for evaluation and demonstration purposes within your organization. The Design Materials may be used for no other purposes including without limitation, benchmarking design tools and preparing or presenting customer demonstrations or use within a product for commercial production purposes. The Design Materials may only be used with other Cadence software products or software products of any Cadence licensor as described in documentation accompanying the Design Materials. The enclosed Design Materials are licensed, not sold, to you by Cadence for use only under the terms of this license, and Cadence reserves any rights not expressly granted to you. The Design Materials are the confidential and proprietary information of Cadence. You shall reproduce all copyright and other proprietary notices that are on the original copy of the Design Materials provided to you. You may not copy the written materials accompanying the Design Materials. You shall ensure that you maintain the security of your login credentials and have the sole responsibility for the adequate protection of any of your data used in connection with the Design Materials.

**QUANTITY:** Unless otherwise expressly agreed-upon in writing, use of the Design Materials is limited to a single user at a time.

**RESTRICTIONS:** YOU MAY NOT REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE ANY ENCRYPTED PORTION OF THE DESIGN MATERIALS OR ALLOW ANY THIRD PARTY TO DO SO. YOU MAY NOT USE, RENT, LEASE, LOAN, DISTRIBUTE, SUBLICENSE, COPY, MODIFY, OR TRANSFER THE DESIGN MATERIALS AND/OR CLOUD PLATFORM IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. ANY ATTEMPT TO TRANSFER ANY OF THE RIGHTS, DUTIES OR OBLIGATIONS HEREUNDER EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE IS VOID.

**TERM:** The term of this Agreement starts on the date you initially access the Design Materials and lasts for thirty (30) days, or for the term otherwise specified by Cadence in writing, whichever is less. You may terminate this Agreement at any time by ceasing your use of and access to the Design Materials. This Agreement will terminate immediately and automatically without notice if you fail to comply with any term or condition of this Agreement.

**RESERVATION OF RIGHTS:** Subject to the limited rights expressly granted hereunder, all rights, title and interest in the Design Materials and Cloud Platform, including all improvements, enhancements, modifications and all intellectual property rights therein, shall remain the exclusive property of Cadence and/or its licensors. This includes any information Cadence collects and analyzes about your use of the Cloud Platform and use of the Design Materials. The Cloud Platform and Design Materials are the confidential and proprietary property of Cadence or third parties from whom Cadence has obtained the appropriate rights. You shall not access the Cloud Platform except as expressly permitted herein. No rights are granted to you hereunder other than as expressly set forth herein.

**MONITORING AND CUSTOMER EXPERIENCE:** Cadence may monitor and collect configuration, performance, usage, and consumption data relating to your use of the Cloud Platform and Design Materials in order to (a) facilitate delivery of the Design Materials (such as tracking entitlements, providing support, monitoring the performance, integrity, and stability of the Cloud Platform's infrastructure, and preventing or addressing service or technical issues), and (b) improve Cadence's products and services, and its customers' experience of the same. You shall not block or interfere with that monitoring. Cadence will not access any of your personal data except as necessary to provide the Cloud Platform and Design Materials.

**CONFIDENTIALITY:** The Design Materials and Cloud Platform (including, without limitation, photographic reproductions thereof and benchmarking or competitive analysis derived therefrom), are the confidential and proprietary information of Cadence and/or its licensors and you will safeguard such information using at least the same degree of care, but not less than reasonable care, as you use to safeguard your own confidential information of a like nature. You will not disclose, reproduce, distribute, make available or provide access to any of the Design Materials and/or Cloud Platform to any third party.

**OWNERSHIP:** Cadence retains all right, title and interest to the Design Materials and Cloud Platform. To the extent you elect to provide Cadence any error reports, corrections, feedback and suggestions ("feedback"), you grant Cadence an irrevocable, worldwide, royalty-free license to make, use, sell, reproduce, sublicense, disclose, distribute, modify and otherwise exploit such feedback, and Cadence shall be the sole owner of any such modifications.

**LIMITED WARRANTY AND REMEDIES:** THE DESIGN MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHERS WHICH VARY FROM STATE/COUNTRY TO STATE/COUNTRY. USE OF ANY DESIGN MATERIALS ARE AT YOUR SOLE RISK AND EXPENSE.

**LIMITATION OF LIABILITY; INDEMNIFICATION:** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL CADENCE OR ITS LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR FOR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF CADENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU WILL INDEMNIFY CADENCE AGAINST ANY LOSSES RELATED TO YOUR FAILURE TO CONFORM TO THIS AGREEMENT.

**SUPPORT:** The Design Materials provided hereunder are provided without support or maintenance of any kind. Cadence shall be under no obligation to support the Design Materials. If Cadence reasonably believes a problem with the Cloud Platform or Design Materials may be attributable to you, you must cooperate with Cadence to identify the source of the problem and resolve the problem.

**U.S. GOVERNMENT RESTRICTED RIGHTS:** The software and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1)(ii) and (2) of Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

**GOVERNING LAW:** This Agreement is governed by the laws of the State of California except that body of California law concerning conflicts of law.

**EXPORT LAW ASSURANCES:** You acknowledge and agree that the Design Materials are subject to restrictions and controls imposed by the United States Export Administration Act (the "Act") and the regulations thereunder. You agree and certify that neither the Design Materials nor any direct product thereof is being or will be acquired, shipped,

transferred or reexported, directly or indirectly, into any country prohibited by the Act and the regulations thereunder or will be used for any purpose prohibited by the same.

**GENERAL:** This Agreement constitutes the entire agreement between the parties with respect to the use of the Design Materials and related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

## Dispute Resolution Provisions for Licensees Headquartered Outside the U.S.

The following terms and conditions also apply if you are accessing the Design Materials outside the United States and its territories:

(a) Any controversy or claim arising out of or relating to these terms, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.

(b) The number of arbitrators shall be one. The place of arbitration shall be San Francisco, California, and the language of the arbitration shall be English.

(c) In addition to the authority conferred on the arbitrator by the above-designated rules, and without prejudice to any provisional measures that may be available from a court of competent jurisdiction, the arbitrator shall have the power to grant any provisional measure deemed appropriate, including, but not limited to, provisional injunctive relief. Any provisional measures ordered by the arbitrator may, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such.

(d) The arbitrator shall be guided by the IBA Rules On the Taking of Evidence In International Arbitration when deciding issues addressed by those rules.

(e) No information concerning an arbitration, beyond the names of the parties and the relief requested, may be unilaterally disclosed to a third party by any party unless required by law. Any documentary or other evidence given by a party or witness in an arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively as a result of its participation in the arbitration, and shall not be disclosed to any third party (other than a witness or expert), except as may be required by law.

(f) The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, its costs and expenses, including attorneys' fees. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.