



CADENCE

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**NDA**”) is effective as of the date you accept this electronic click-through agreement (the “**Effective Date**”), by and between Cadence Design Systems, Inc., a Delaware corporation having its principal place of business at 2655 Seely Avenue, San Jose, California 95134 USA, including all of its affiliates (collectively “**Cadence**”), and you (“**Recipient**”) to assure the protection and preservation of the confidential and proprietary information to be disclosed by Cadence to Recipient in accordance with this NDA.

1. Confidential Information Disclosure. “**Confidential Information**” shall mean any and all technical and non-technical information provided by Cadence to Recipient, including but not limited to any trade secret, idea, invention, pending patent application details, information, process, technique, algorithm, computer program (source and object code), design, drawing, formula, model, or test data relating to Cadence’s research projects, work-in-process, future developments, engineering, licenses, manufacturing, marketing, servicing, financing, personnel matters, past, present or future products (including product names and code-names), sales, suppliers, clients, customers, employees, investors, inventors, or business, whether in oral, written, graphic, electronic or other form. Confidential Information disclosed in tangible form shall be marked with a “confidential,” “proprietary,” or other similar legend. Confidential Information shall also include information that should be reasonably considered, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. No rights or licenses to trademarks, inventions, copyrights or patents or otherwise are implied or granted under this NDA and all right, title and interest in the Confidential Information shall remain with Cadence.

2. Limitations On Use. Recipient may use the Confidential Information solely to evaluate and pursue possible business opportunities between the parties. Confidential Information shall not be used for any other purpose whatsoever, without the prior express written consent of Cadence.

3. Obligations of Recipient. Recipient shall maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own highly sensitive confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Recipient shall not disclose Confidential Information to any third parties, including any affiliates or subsidiaries, without the express prior written approval of Cadence. Recipient shall disclose Confidential Information only to those of its employees who: (i) have a need to know in order for Recipient to carry out the uses for which Confidential Information is provided hereunder; and (ii) have agreed in writing to be bound to nondisclosure terms at least as comprehensive as those set forth herein. Additionally, if Confidential Information is provided in written form, Recipient shall limit the number of copies made of Confidential Information to the minimum required to fulfill its rights hereunder, and any copies that are made will be identified on each page as belonging to Cadence and marked as “**Cadence CONFIDENTIAL INFORMATION**”. Recipient’s obligations with respect to the Confidential Information disclosed under this NDA shall be for a period of five (5) years after the date of disclosure and such obligation will survive termination of this NDA.

4. License to Cadence to use Comments and Suggestions. Recipient is not obligated to provide Cadence with comments or suggestions regarding Cadence Confidential Information received under this NDA (“**Feedback**”). However, should Recipient provide Cadence with Feedback for the modification, correction, improvement or enhancement of: (i) the Confidential Information; or (ii) Cadence’s products which may embody the Confidential Information, Recipient grants to Cadence under Recipient’s intellectual property rights, a nonexclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense, to use and disclose such Feedback in any manner Cadence chooses to display, perform, copy, make, have made, use, sell, and otherwise dispose Cadence’s and its sublicensee’s products embodying such comments and suggestions in any manner and via any media Cadence chooses, without reference to the source.

5. Termination of Obligation of Confidentiality. Recipient shall not be liable for disclosure of Confidential Information that: (a) was in the public domain at the time it was communicated to Recipient by Cadence, or entered the public domain subsequent to the time it was communicated to the Recipient by Cadence other than by a breach of this NDA by Recipient; (b) is or was rightfully received or known by the Recipient without restriction on disclosure

CADENCE CONFIDENTIAL - 353546

or any obligation of confidentiality; (c) is or was independently developed by employees of Recipient without reference to Cadence's Confidential Information; or (d) is or was generally made available to third parties by Cadence without restriction on disclosure. Nothing herein shall restrict Recipient's right to disclose the Confidential Information where such disclosure is required in response to a valid order by a court or other governmental body, provided that Recipient provides Cadence with prior written notice of such disclosure in order to permit Cadence to seek confidential treatment of such information.

6. No Obligation of Disclosure; Termination. Cadence has no obligation to license or disclose any Confidential Information to Recipient. This NDA shall continue in full force and effect for so long as Cadence continues to disclose Confidential Information to Recipient; provided, however, that either party may terminate this NDA at any time without cause upon delivery of written or email notice to the other party. All obligations of confidentiality shall survive the termination of this NDA. Cadence may, at any time: (i) cease disclosing Confidential Information to Recipient without any liability; and/or (ii) request in writing the return or destruction of all or any part of its Confidential Information disclosed hereunder, and all copies thereof, and Recipient shall promptly comply with such request at its own expense and certify in writing to Cadence its compliance.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY HERETO REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS NDA. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, CADENCE MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. Export Restrictions. Recipient acknowledges that Confidential Information may be subject to the export control laws and regulations of the U.S. and other countries. Recipient confirms that it will not export or reexport the Confidential Information, directly or indirectly, either to (i) any countries that are subject to comprehensive U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, Syria and the Region of Crimea); (ii) any end user who it knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

9. General. This NDA is neither intended to nor shall it be construed as creating a joint venture, partnership or any other form of business association between the parties, nor any obligation to buy or sell products using or incorporating the Confidential Information. Recipient understands, acknowledges and agrees that title to the Confidential information remains with Cadence and no license under any of Cadence's patents, copyrights, mask work rights, trade secrets or other intellectual property is granted to or conferred on Recipient in this NDA, or by the disclosure of any Confidential Information by Cadence to Recipient as contemplated hereunder, and that any license under such intellectual property rights of Cadence must be express and in writing. The failure of Cadence to enforce any right resulting from Recipient's breach of any provision of this NDA shall not be deemed a waiver by Cadence of any right relating such breach of such provision, of any subsequent breach thereof, or of any other right hereunder. The laws of the State of Delaware, without reference to conflict of law principles, shall govern this NDA. This NDA constitutes the entire agreement between the parties with respect to the disclosure of Confidential Information described herein. Any other agreements between the parties, including nondisclosure agreements, shall not be affected by this NDA.