PROFESSIONAL SERVICES AGREEMENT

UNLESS YOU (THE “CUSTOMER”) HAVE ENTERED INTO A SEPARATE, DULY SIGNED AGREEMENT WITH SYNOPSYS OR AN AUTHORIZED DISTRIBUTOR, GOVERNING THE SERVICES REFERENCED IN THE BELOW TERMS AND CONDITIONS OR A WRITTEN STATEMENT OF WORK OR PURCHASING AGREEMENT, THE SERVICES ARE PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO RECEIVE THE SERVICES AND USE THE RESULTS IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT.

DEPENDING ON WHICH COUNTRY YOU TRANSACT BUSINESS WITH SYNOPSYS FROM, OTHER VERSIONS OF THIS AGREEMENT MAY BE APPLICABLE.  FOR PRODUCTS USED OR SERVICES PROVIDED IN A COUNTRY IN THE AMERICAS OR AFRICA, THE MOST CURRENT VERSION IDENTIFIED FOR “AMERICAS\_AFRICA” 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 HUNGARY, AUSTRALIA, BELARUS, BULGARIA, ISRAEL, POLAND, THE REPUBLIC OF KOREA, ROMANIA, RUSSIA, UKRAINE OR VIETNAM, THE MOST CURRENT VERSION IDENTIFIED FOR “GLOBAL KFT” 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 ANY COUNTRY OTHER THAN THOSE IDENTIFIED ABOVE, THE MOST CURRENT VERSION IDENTIFIED FOR “GLOBAL SIL” SHALL APPLY. PLEASE REFER TO SECTION 9.7 BELOW FOR MORE INFORMATION.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS AND YOU DO NOT HAVE A SEPARATE AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT RECEIVE THE SERVICES OR USE OR COPY THE RESULTS AND YOU MUST DELETE ANY COPIES OF SUCH FROM YOUR SYSTEMS.

* **1. SERVICES.**
  + 1.1. **Services.** Customer may contract to retain Synopsys to provide Customer with the services set out in the applicable Statement of Work to this Agreement (collectively the “Services”).
  + 1.2. **Statements of Work.** Customer will contract for Services by executing one or more written statements of work (each a “Statement of Work”). 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 Statement of Work must reference this Agreement, 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.
  + 1.3. **Performance of Services.** Synopsys will perform the Services in accordance with the terms and conditions of this Agreement and of each Statement of Work. Nothing in this Agreement grants Customer any additional rights to the Synopsys Licensed Product licensed under the applicable agreement between Synopsys and Customer. 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 hereunder.
  + 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 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. **PAYMENT.**
  + 2.1. **Fees and Expenses.** In consideration for the Services, Customer will pay Synopsys fees in accordance with the terms set forth in the applicable Statement of Work. 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 Services in accordance with the terms set forth in the Statement of Work and upon being provided with receipts and other documentation for all such expenses.
  + 2.2. **Taxes.** All fees and expenses charged by Synopsys hereunder are net of sales, use, value added or other applicable taxes, tariffs or duties, payment of which will be the sole responsibility of Customer (excluding any taxes based on Synopsys’s net income). Customer will promptly reimburse Synopsys for any such amounts that Synopsys pays on Customer’s behalf.
* 3. **OWNERSHIP.**
  + Material and associated intellectual property rights developed by a party prior to or outside of the scope of a 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 products of Synopsys (the “Licensed Product”) 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 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. **CONFIDENTIAL INFORMATION.**
  + 4.1. **Definition.** “Confidential Information” means: (a) for Synopsys, Pre-Existing Material and Synopsys-owned Work Product; for Customer, Custom Work Product; and for both parties, Jointly Owned Material, (b) each party’s software products, in byte code or binary form, source code form or otherwise, and any authorization keys and passwords delivered in order to operate such products; (c) product documentation, product road maps and development plans, and product pricing information, whether or not any such information is marked or otherwise identified as confidential or proprietary; (d) any 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; and (e) the Customer specific terms and pricing set forth in any Statement of Work or this Agreement.
  + 4.2. **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.
  + 4.3. **Use and Disclosure Restrictions.** Receiving Party will not use the Disclosing Party’s Confidential Information except as necessary to exercise the rights granted and perform the obligations under this Agreement, and will not disclose such Confidential Information to any person or entity except to those of its employees and contractors that need to know such Confidential Information for the purpose of performing the obligations set out in this Agreement, provided that each such employee or contractor has signed a written agreement that includes binding use and disclosure restrictions that protect the Confidential Information at least to the same extent as those set forth herein. 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 or potential private investors in or acquirers of such party.
  + 4.4. **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 may 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.
* 5. **WARRANTY.**
  + 5.1. **Services Warranty.** Synopsys warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety (90) days from the completion of the applicable Services (the “Warranty Period”). If during the Warranty Period, Synopsys receives written notice from Customer of non-conformity with the performance of the Services set forth in this Section 5.1, Synopsys will, as Customer’s sole and exclusive remedy and Synopsys’ entire liability for any breach of the foregoing warranty, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty 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.
  + 5.2. **Warranty Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SYNOPSYS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OR COMPLETENESS OF RESULTS, CONFORMANCE WITH DESCRIPTION, AND NONINFRINGEMENT. SYNOPSYS AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.
* 6. **EXPIRATION AND TERMINATION.**
  + 6.1. **Termination.** Each party will have the right to terminate this Agreement or any Statement of Work if the other party breaches any material term of this Agreement or Statement of Work, 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 receipt of 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 terminates all Statements of Work entered into hereunder.
  + 6.2. **Effect of Termination.** Upon the expiration or termination of this Agreement or of any Statement of Work: (i) each party will promptly return to the other party all Confidential Information of the other party in its possession or control; and (ii) Customer will, within thirty (30) days after receipt of Synopsys’ invoice, pay all accrued and unpaid fees and expenses.
  + 6.3. **Survival.** The rights and obligations of the parties contained in Sections 2, 3, 4, 5.2, 6.2, 6.3, 7 and 8 will survive the expiration or termination of this Agreement or any Statement of Work.
* 7. **INDEMNIFICATION.**
  + 7.1. **Services Indemnification.** 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 Services performed on a Customer site, as specified by Synopsys to Customer under this Agreement and used in accordance with the Statement of Work, directly results in (a) bodily injury, including death, (b) the breach of Confidential Information or (c) tangible property damage, caused by Synopsys’ gross negligence in performing such Services. However, Synopsys’ obligations under this section are subject to the following conditions: (i) Customer must promptly notify Synopsys in writing of the action; (ii) Customer grants Synopsys sole control of the defense and settlement of the action; and (iii) 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. .
  + 7.2. **Sole Remedy.** THE PROVISIONS OF THIS SECTION 7 SET FORTH SYNOPSYS’ SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO SERVICES INDEMNITY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, SYNOPSYS AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO SERVICES INDEMNIFICATION.
* 8. **LIMITATION OF LIABILITY**
  + 8.1. **Exclusion of Damages.** IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ANY WORK PRODUCT PROVIDED HEREUNDER, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE, STRICT LIABLITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer may have other rights under applicable mandatory local laws. This Agreement does not change Customer’s rights under applicable mandatory local laws if such laws do not permit it to do so.
  + 8.2. **Cap on Liability.** IN NO EVENT WILL SYNOPSYS OR ITS SUPPLIERS’ AGGREGATE LIABLITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO SYNOPSYS BY CUSTOMER UNDER THE STATEMENT OF WORK GIVING RISE TO ANY LIABILITY HEREUNDER.
* 9. **GENERAL PROVISIONS.**
  + 9.1. **Assignment.** Customer shall not assign this Agreement, in whole or in part, by operation of law or otherwise. Any attempt to assign this Agreement 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.
  + 9.2. **Governing Law and Jurisdiction.** . This Agreement will be governed by and construed in accordance with the laws of the State of California 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 federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein. Customer agrees that the Uniform Computer Information Transaction Act or any version thereof, adopted in 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 provisions contained therein.
  + 9.3. **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.
  + 9.4. **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 address set forth in the Statement of Work or to such other address as Customer or Synopsys may identify the other party in writing.
  + 9.5. **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.
  + 9.6. **Entire Agreement; Modification; Interpretation.** This Agreement, including all accepted Statement of Works referencing this Agreement constitutes 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 be including without limitation of the generality of any description, definition, term or phrase preceding that word.
  + 9.7. **Synopsys Entities.** Synopsys, Inc. and its wholly-owned subsidiaries, including, but not limited to, Synopsys International Limited, Synopsys International Limited Taiwan Branch, Synopsys Global Kft and Nihon Synopsys, G.K., have agreed to their respective rights and obligations regarding the distribution of the 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 or Africa, the distributing Synopsys entity is Synopsys, Inc., based in California, USA. For products used or services provided in Taiwan, the distributing Synopsys entity is Synopsys International Limited Taiwan Branch, based in Taiwan. For products used or services provided in Hungary, Australia, Belarus, Bulgaria, Israel, Poland, the Republic of Korea, Romania, Russia, Ukraine or Vietnam, the distributing Synopsys entity is Synopsys Global Kft, based in Hungary. For products used or services provided in Japan, the distributing Synopsys entity is Nihon Synopsys G. K., based in Japan. For products used or services provided in any country other than those identified above, the distributing Synopsys entity is Synopsys International Limited, based in Ireland.
  + 9.8. **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 Statement of Work, 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.