

PURCHASE ORDER TERMS AND CONDITIONS (11/17)

The following terms and conditions shall apply to any articles, goods and/or services ("Product" or "Products") ordered under this Purchase Order:

1. PURCHASE ORDER ACCEPTANCE

Unless Vendor acknowledges exceptions to the Purchase Order or these terms and conditions within fifteen (15) days after the date of this Purchase Order, Vendor shall supply Cadence the Products ordered subject to the information set forth in the Purchase Order and these terms and conditions, and to the exclusion of any terms and conditions included in Vendor's quotation or other documents. In the event exception is acknowledged, as provided herein, Cadence and Vendor shall then negotiate mutually acceptable terms and conditions, in which case the Purchase Order shall not be legally binding on Cadence until such terms and conditions are agreed in writing.

2. PRICE

This Purchase Order shall not be filled at prices higher than those shown on this Purchase Order, unless such increased prices have been authorized by Cadence in writing. Vendor warrants that the prices to be charged for any Product ordered herein is not in excess of prices charged to other customers similarly situated, for similar quantities of goods of like quality.

3. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in the Purchase Order both as to time and quantities. Delays in shipment shall be reported immediately by Vendor to Cadence. Cadence, in addition to its other rights and remedies, may require Vendor to deliver the Products, at Vendor's sole cost, in any manner necessary to expedite delivery if delay in delivery is reasonably foreseeable. Cadence reserves the right to cancel this Purchase Order in whole or in part if Vendor should fail to make deliveries in accordance with the terms of the Purchase Order. Cadence is not obligated to accept partial or excess deliveries. Acceptance by Cadence of all or part of the Products shall not constitute a waiver by Cadence of its claims arising from delays in delivery.

4. INDEMNITY

Vendor agrees to indemnify, and save harmless Cadence, its successors, assigns, affiliates, and their customers from and against any and all expenses, liabilities or other losses arising from or by reason of any actual or claimed infringement or misappropriation of any intellectual property right (including, but not limited to, patents, trademarks, or copyrights), and to defend any suit based thereon, with respect to the Products furnished by Vendor, except where the claimed infringement or misappropriation is directed exclusively at a drawing or

specification furnished in writing by Cadence and required by Cadence to be incorporated into the Product.

5. WARRANTY

Vendor warrants that all Products delivered hereunder will conform to the design and specifications and to drawings, samples or other descriptions referred to in this Purchase Order, will conform strictly to the requirements of this Purchase Order, and will be free from defects in material and workmanship. All services shall be performed in a professional manner. Such warranties shall survive any inspection, delivery, acceptance, or payment by Cadence of the Products, for a period of six months following date of shipment, unless otherwise specified herein. The warranty shall also apply to any repaired and replaced Products. Vendor shall at its expense (including shipment costs in both directions) promptly repair or replace any Product that fails to comply with the warranty.

6. COMPLIANCE WITH LAWS

Vendor shall comply with all applicable international, national, and local laws, rules, and regulations.

7. PROPERTY

All material including tools, furnished to or by, or specifically paid for by Cadence, unless otherwise specified herein, shall be the property of Cadence, shall be subject to removal at any time without additional cost upon demand by Cadence, shall be used only in filling orders from Cadence, shall be kept separate from other materials or tools, and shall be clearly identified as the property of Cadence. Vendor assumes all liability for loss or damage, with the exception of normal wear and tear, and agrees to supply detailed statements of inventory promptly upon request.

8. TAXES

Except as may be otherwise provided in this Purchase Order, the contract price shall include all applicable withholding, excise, import or export, duties and other governmental charges. If any payments are subject to withholding, Cadence shall be permitted to withhold from such payments amounts required by law. The parties shall cooperate to qualify for the benefits of any applicable treaty for the avoidance of double taxation and provide to each other relevant documentation for the same.

9. ASSIGNMENT OF RIGHTS

Vendor shall not delegate any duties nor assign any rights or claims under this Purchase Order or for breach thereof without the prior written consent of Cadence. Any attempted delegation or assignment by Vendor without Cadence's prior written consent shall be void and not binding on Cadence.

10. CHANGES

Cadence may at any time make changes in the delivery schedules, drawings,

quantities, designs and specifications but no change will be allowed unless authorized by Cadence in writing. Cadence may also make changes in the method of shipping or packing and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this Purchase Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within 15 days from the date of Cadence's written notification.

11. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Vendor, including any proceeding under the applicable bankruptcy or insolvency law currently in effect, or in the event of the appointment, with or without Vendor's consent, of an assignee for the benefit of creditors or of a receiver, Cadence shall be entitled to elect to cancel any unfilled part of this Purchase Order without any liability whatsoever.

12. TITLE TO SPECIFICATIONS

Cadence shall at all times have title to all drawings and specifications furnished by Cadence to Vendor in connection with this Purchase Order. Vendor shall not disclose such drawings and specifications to any person, firm or corporation other than Cadence's or Vendor's employees, contractors, or government inspectors. Vendor shall, upon Cadence's request, promptly return all drawings and specifications to Cadence.

13. OBJECTIVE QUALITY EVIDENCE

Vendor agrees to maintain objective quality evidence for the Products in accordance with the requirements specified by Cadence.

14. LABOR DISPUTES

Vendor agrees that whenever an actual or potential labor dispute delays or threatens to delay the timely performance of the Purchase Order, Vendor will immediately give notice thereof to Cadence.

15. RISK OF LOSS

Unless otherwise specified, all shipments shall be F.O.B. destination.

Notwithstanding the foregoing, the risk of loss shall remain with Vendor as to the Products which are not accepted by Cadence.

16. CONFIDENTIALITY

"Confidential Information" as used herein means information that is designated as confidential or should reasonably be understood to be confidential. Cadence's Confidential Information may be used by Vendor only for the purposes of fulfilling its obligations under this Purchase Order and may be disclosed only to the Vendor's personnel, professional advisors, agents, and subcontractors ("Representatives"), or governmental taxing authorities, on a "need-to-know" basis in connection with this Purchase Order. Without prejudice to the generality of the foregoing, Vendor shall not disclose Cadence's Confidential Information to

any third party without Cadence's prior written consent. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and Vendor shall be liable for any unauthorized use or unauthorized disclosures by its Representatives. Vendor shall use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed by Vendor without use of Cadence's Confidential Information; (ii) has been obtained by Vendor from a source which is not under a confidentiality obligation; (iii) was rightfully in Vendor's possession prior to receiving it from Cadence; or (iv) is or becomes publicly available without fault of Vendor. If Vendor must disclose Confidential Information as required by law, it shall give reasonable prior notice to Cadence. These confidentiality obligations shall continue for five (5) years after completion or termination of this Purchase Order for all Confidential Information other than Trade Secrets. Confidentiality obligations for Trade Secrets shall never expire. "Trade Secrets" as used herein means any Confidential Information that qualifies as a trade secret under applicable law. Upon completion of this Purchase Order, or at any other time upon Cadence's written request, Vendor shall (a) promptly deliver to Cadence all of Cadence's Confidential Information and all copies or portions thereof in Vendor's possession or control; or (b) promptly destroy same at Cadence's instruction. A duly authorized Vendor's representative shall certify in writing that such return or destruction is complete.

17. REMEDIES

The rights and remedies contained herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

18. WAIVER

Waiver of a breach of any provision of this Purchase Order shall not constitute waiver of full compliance with such provision nor shall it be construed as a waiver of any other breach.

19. GOVERNING LAW; DISPUTE RESOLUTION

This Purchase Order shall be interpreted and governed in all respects according to the laws of the jurisdiction of the Cadence entity receiving the Products under this Purchase Order, without regard to its conflicts of laws provisions. The parties agree to submit any dispute arising under this Purchase Order to binding arbitration conducted by and pursuant to the rules of the American Arbitration Association or an equivalent arbitral tribunal in the local jurisdiction selected by Cadence. Nothing in this Section 19 shall restrict the right of a party to apply to a court of competent jurisdiction for injunctive relief at any time.

