

Addendum to the Order

Academic Use Software Terms and Conditions

Upon mutual execution of this Order, the terms and conditions referenced in this Order (“**Terms**”) shall be modified as set forth herein. In the event of a conflict between the terms and conditions of this Addendum and the Terms, the terms and conditions of this Addendum shall govern.

1. All references to “entity” shall mean “institution.”
2. Customer’s Subsidiaries may not Use the Licensed Materials provided under this Order.
3. The following definition shall be added to the Terms:

“**Fundamental Research**” means basic or applied research in science and engineering, where the resulting research (excluding any Cadence Confidential Information) is published and shared broadly within the scientific community. Customer shall not disclose any Cadence Confidential Information in connection with creating, performing or publishing Fundamental Research.

4. The definition of “Use” in Part II, Section 1 (Definitions) shall be deleted in its entirety and replaced with the following:

“**Use**” means copying all or any portion of Software, Design Elements and/or License Key into the Designated Equipment or transmitting it to the Designated Equipment for internally: (i) executing or processing instructions contained in the Software, (ii) using, executing or modifying any of the Design Elements, or (iii) loading data into or displaying, viewing or extracting output results from or otherwise operating any portion of the Software or Design Elements; solely for the purpose of Customer’s non-commercial, nonproduction (a) educational instruction of its registered full time undergraduate and graduate students and (b) Fundamental Research.

5. Part II, Section 3.3 (Restrictions) shall be deleted in its entirety and replaced with the following:

3.3. Restrictions. Customer shall not let the Licensed Materials be accessed or Used by third parties or anyone other than Customer’s employees, students and its employee instructors and employee researchers whose duties require such access or Use. Prior to any Use, Customer shall ensure that all such students, employee instructors and employee researchers have been informed of the conditions, restrictions and limitations in these Terms with respect to the Licensed Materials, and Customer shall be responsible to Cadence for the actions or omissions of such users’ as if they were the actions or omissions of Customer. Customer may not do any benchmarking of the Software or Design Elements or the output of any Software or Design Elements (which means any form of competitive analysis of the Licensed Materials versus competitive tool products), nor permit any third party to do so. Customer shall ensure that none of the designs and output generated or validated through the Use of the Licensed Materials is licensed, sold, assigned or otherwise commercially exploited by Customer or any third party, or disclosed or transferred to any third party (except as expressly permitted in this Section 3.3), or used for any other purpose not expressly permitted by the definition of “Use.” Notwithstanding the preceding sentence, Customer may disclose the designs and output generated or validated through Use of the Licensed Materials under the following circumstances:

(a) Customer may disclose or transfer designs and output generated or validated through Use of the Licensed Materials to Academic Foundry Services solely under confidentiality restrictions and solely for the purpose of non-commercial prototype production. Such prototypes may be used solely for evaluation

and measurement purposes and shall not be sold, assigned, transferred or otherwise commercially exploited. “Academic Foundry Services” means MOSIS Service at USC Information Sciences Institute, Europractice IC Service, CMP (Circuits Multi Projects/Multi-Project Circuits), Canadian Microelectronics Corporation, KAIST IDEC (IC Design Education Center (IDEC) at the Korea Advanced Institute of Science and Technology (KAIST) and Taiwan Semiconductor Research Institute (TSRI) of Taiwan. Requests made to Cadence to permit access by other academic foundries may be granted on a case by case basis at Cadence’s sole discretion.

(b) Customer may ship ICs/PCBs that incorporate the designs/output generated or validated by the Licensed Materials to a non-commercial research institution for purposes of performing a non-commercial, Fundamental Research experiment; provided that (i) Customer shall not sell, license, assign or otherwise transfer such ICs/PCBs without entering into a separate agreement with Cadence regarding the designs/output incorporated into such ICs/PCBs, which agreement may be subject to payment of additional fees to Cadence, and (ii) Customer shall ensure that such ICs/PCBs shall be returned to Customer after the Fundamental Research experiment.

6. For the purposes of this Addendum all references to “Authorized Contractors” shall mean authorized faculty and students of Customer teaching or enrolled in courses. Any Licensed Materials accessed remotely under Part I, Section 5 (Remote Access by Authorized Contractors) must be hosted on the Designed Equipment at a Customer facility and may only be accessed at a university facility or home office of Customer’s faculty members or students.
7. Maintenance Services are provided at Cadence’s sole discretion. All references to “**Maintenance Service(s)**” and Part II, Section 9 (Technical Support) shall be applicable to Customer only if Maintenance Services are provided by Cadence. Cadence may terminate, withhold, or limit such Maintenance Services at any time in Cadence’s sole discretion. All references to “**Maintenance Services Fees**” shall not apply to Customer.
8. All Designated Equipment shall be equipment located on the Customer’s educational campus at the “Sold To” address indicated in the Order.
9. If Cadence determines that Customer is not in compliance with the Terms, Cadence may terminate the virtual machine rights under Part II, Section 3.7. At any time, Cadence may audit Customer’s use of the virtual machines, including but not limited to log files of the license servers, to ensure compliance with the terms and conditions of the Terms.
10. Customer shall appoint a professor or other employee (the “**Technical Liaison**”) to serve as Customer’s designated point of contact to Cadence, responsible for installing Licensed Materials on the Designated Equipment, attending Cadence’s training courses and providing Cadence training to other university users, contacting Cadence’s Hotline Support for any and all inquiries about the Licensed Materials from university users and acting as the sole liaison between Customer and Cadence on all matters concerning Customer’s Use of the Licensed Materials. Customer shall provide Cadence with the email address and phone number for the Technical Liaison. Such email address must be a valid academic email address from the educational institution listed in the Order.
11. Customer shall maintain a publicly-accessible webpage detailing how the Licensed Materials are used by Customer. Customer shall ensure that Cadence has reviewed and approved all content related to Licensed Materials on the webpage. If requested by Cadence, Customer shall remove any Cadence-related content as requested by Cadence. This webpage shall be linked from the licensing department’s top-level page and shall follow the guidelines provided by Cadence to Customer. Cadence may terminate the licenses granted under the Order if Customer fails to post and maintain this webpage in accordance with this Section 11.