



SAAS SERVICES

TERMS AND CONDITIONS (Version 28th March, 2022)

Where referenced in an Order, these SAAS Services Terms and Conditions (“**Terms**”) apply to Your Use of SAAS Services from Cadence Design Systems, Inc., a Delaware company, having a principal place of business at 2655 Seely Avenue, San Jose, California 95134-1937, U.S.A. or any other Cadence Affiliate as indicated in the Order (“**Cadence**”). For an Order entered into by a Cadence Affiliate, references to Cadence under this Agreement shall be deemed references to the Cadence Affiliate referred to in the Order. “**You**” or “**Your**” refers to the registered Cadence account holder submitting the Order.

Your Order is subject to the Terms set forth in Parts I and II below.

I. TERMS FOR SAAS SERVICES

1. SERVICES

1.1. Access to Services. After Cadence has accepted Your Order, Cadence will send You Your Order confirmation to enable You to access the Services. The Services may be Used during the applicable Term of Use in accordance with Your Order. Your Use of the Services is limited to the number of products, time periods and/or other specifications set forth in Your Order and these Terms.

1.2. Free Trials and Tokens.

(a) A free trial applies to Your first time Services Order only. The free trial will expire after 30 days or 8 hours usage of the Services, whichever occurs first. Different terms apply for academic users as stated in Addendum 2. Thereafter, Your Use of the Services depends on the number of Cadence tokens You have paid for and subject to the automatic renewal provisions in Section 1.3 below.

(b) You will use the tokens You have paid for when Using the Services. Tokens have different usage rates as determined by Cadence depending on CPU hours required for the applicable Services. Details of token usage rates for different tasks or Services are available on the Cadence Platform and on request from Cadence.

(c) If You do not use Your tokens at all, or do not use all of Your tokens within 30 days of purchase, they will be deleted from Your account and not refunded. Tokens will not roll over between different Terms of Use. Tokens are not interchangeable across products and other Cadence services not covered by Your Order.

(d) When Your tokens have been depleted to zero, You will be required to make additional payments and receive an Order confirmation from Cadence to continue Using the Services in accordance with these Terms.

1.3. Automatic Renewal. Unless You cancel before the end of Your free trial or Your current Order Term of Use, Your Order will automatically renew subject to Your payment in advance to Cadence of Cadence’s then-current renewal Fees. Unless You cancel your free trial or Your Current Order renewal as stated in Section 1.4 (Cancellation) below, You will automatically start a new 30-day Term of Use with a refreshed number of tokens when You are approaching the end of Your current token allocation. Your renewed Order will be for the same number of tokens as for Your previous Order unless You are otherwise notified by Cadence before renewal. Cadence will notify You of Your upcoming renewal Fees before processing Your automatic renewal. If Your payment cannot be completed for any reason, Cadence will not process Your automatic renewal.

1.4. Cancellation. You can manage Your Services in Your “Purchase Profile” in Your Cadence account. You can cancel automatic renewals of Your Order by choosing the option to cancel in Your “Purchase Profile” in Your Cadence account. Cadence may cease to provide Services by notifying You of this before the end of Your then-current Term of Use. Cadence retains sole discretion over the pricing of the Services and can cancel or make changes to the Services for any reason at any time before agreeing any renewal of Your Order.

2. SUPPORT SERVICES

Support Services are provided by Cadence and/or Cadence’s licensors, as applicable, for the Services during the Term of Use at no additional charge except as specified in an Order.

3. PAYMENT SCHEDULE

You shall remit payment of Fees in advance as set forth in Your Order. Your obligation to make payments is not contingent upon You issuing a purchase order other than the Order, however Cadence may at its option refuse to process or renew Your Order in the absence of a purchase order from You in a form reasonably acceptable to Cadence.

II. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS. The following definitions apply:

1.1. “**Acquired Cadence Software**” means Software acquired by Cadence (or its Affiliates) as the result of an acquisition by Cadence (or its Affiliates) of either a third party, or the technology of a third party.

1.2. “**Affiliate**” means an entity that now or in future controls, is controlled by, or is under common control with, a specified entity, where “control” means beneficial ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding shares or other ownership interest (representing the right to vote for the election of directors or other managing authority or the right to make the decisions for such entity, as applicable) of an entity. Such entity shall be deemed to be an Affiliate only so long as such control exists.

1.3. “**Agreement**” means these Terms together with each applicable Order. Each Order subject to these Terms constitutes a separate Agreement.

1.4. “**Authorized User**” means Your named employee or Authorized Contractor (defined in Section 3.3 below) who is authorized by You to Use the Services, and who has been supplied Login Credentials. Authorized Users may include Authorized Contractors, provided that not more than one Authorized User may use any Login Credentials at any one time.

1.5. “**Cadence Platform**” means Cadence’s software as a service design management environment which resides on a system operated by Cadence, or by a third party hosting services supplier selected by Cadence in its sole discretion, through which You may access and Use the Services. The Cadence Platform may include a cloud or product-specific platform referred to in Addendum 1 of these Terms.

1.6. “**Customer Data**” or “**Your Data**” means (a) all electronic data, documents, and information that are Your original works or data that are (i) submitted or uploaded by You to the Cadence Platform, or (ii) provided by You to Cadence and submitted or uploaded by Cadence acting upon Your instructions, and (b) any output results derived from or created by You through Your Use of the Services, provided that any Software, code, Design Elements or other materials originating from Cadence shall not become Customer Data or Your Data if they are included in such output results. You shall ensure that Your Data shall only relate to Your technology designs and shall not contain any personal identifiable information (other than Your Authorized User’s Login Credentials).

1.7. “**Design Elements**” means library elements, libraries, symbols, simulation or behavioral models, circuit and logic elements, and any Updates thereto included with Software Used in the Services.

1.8. “**Documentation**” means the then-current online user manuals and other written materials that describe the Services, their operation and matters related to their Use, which Cadence generally makes available to its commercial licensees for use with the relevant Services ordered by You, and any Updated, improved or modified version(s) of such materials. Documentation may include technical assistance material, as well as information describing recommended or minimum technical requirements for use of the Services.

1.9. “**Effective Date**” means the date of the applicable Cadence Order confirmation representing the commencement of the Term of Use for Services.

1.10. “**Login Credentials**” means any user names, passwords, license or authentication keys, or security credentials approved by Cadence that enable an Authorized User’s access to and Use of the Services, including the corresponding Cadence Platform functionalities.

1.11. “**Order**” means a written order made available by Cadence to You referencing the Services, charges and Term of Use, which You accept and submit to Cadence. References to Orders shall also apply to any renewal Orders subject to these Terms. Orders may state additional terms and conditions which apply to particular Services. These Terms shall apply separately to each Order. Your own purchase order forms may be used for invoicing or administrative purposes, but are subject to Part II, Section 6 (Ordering) herein, and are not considered part of the Order under this Agreement.

1.12. “**Services**” means Cadence’s provision of Software and associated Documentation, and any other services as described in the Order for Use through the Cadence Platform and online support portal in accordance with these Terms.

1.13. “**Software**” means any executable computer program(s) which You are permitted by Cadence to Use pursuant to an Order as part of the Services, including any Updates thereto.

1.14. “**Support Service(s)**” means the services which Cadence and/or a Cadence licensor makes available to You related to the Services as more particularly described in Part II, Section 8.2 (Support Services).

1.15. “**Term of Use**” means that period of time You are permitted to Use the Services as specified in the applicable Order, or until Your Services tokens have been consumed or expired, whichever is earlier, and pursuant to these Terms.

1.16. “**Update**” means a Software modification released by Cadence as part of the Services on a general basis as a standard offering to its commercial customers, at no additional charge. Updates may include revisions to the Documentation. Updates may only be used as part of the Services as a version replacement for the Software for which they are provided, and shall not expand the permitted Use of the Services. Cadence reserves the right to make Updates and other modifications to the Services at any time, in its sole discretion.

1.17. **“Use”** means remotely accessing the Software, Design Elements and Documentation made available as part of the Services using the Cadence Platform for operating any portion of the Software or Design Elements or Documentation using the Services, solely for the purpose of Your internal design and manufacture of Your electronic circuits and systems subject to the following. Licensed use expressly excludes the sale, export, reexport, transfer, diversion or other use of any Services, Software or Documentation for any military end use/military-intelligence end use anywhere in the world.

2. **SCOPE AND BACKGROUND**

2.1. **Generally.** You are responsible for procuring and maintaining at Your own expense functioning internet or other communications technology and connections compatible with Cadence’s configuration requirements to enable You and Your Authorized Users to access the Cadence Platform and Services.

3. **PERMITTED USE**

3.1. **Grant.** Subject to Your timely payment of the Fees and compliance with this Agreement, Cadence, either directly or by and through one of its Affiliates and/or licensors, grants You, for the Term of Use as specified in the Order, a single, revocable, non-transferable, non-exclusive, right (without the right to sublicense) for Your Authorized User to Use the Services identified in the applicable Order. All rights not expressly granted pursuant to these Terms are reserved by Cadence and/or its licensors, including Cadence Platform providers. All Services will only be made available for Use via the Cadence Platform and no separate delivery of Software, Design Elements, Documentation or other products or services shall be required from Cadence. You shall ensure that Your Authorized User has the requisite professional skill and experience to enable Use of the Services as intended in accordance with the Documentation. Changes to Your Authorized User shall be permitted during the Term of Use with Cadence’s permission, provided that not more than one Authorized User may use any Login Credentials at any one time.

3.2. **Limitations.** All rights, title, and interest in the Services and Cadence Platform shall remain the exclusive property of Cadence, its Affiliates and/or its licensors. You shall not (and shall not permit anyone else to) access, Use, copy or disclose any Software, Design Elements, Documentation or other Confidential Information to which You or Your Authorized User have access when using the Services except as expressly provided in these Terms. You shall not permit the Services to be made available on a third-party platform which is not provided by or on behalf of Cadence. You shall not (a) rent, lease, distribute, sell, resell, assign, or otherwise transfer any rights to access or use the Cadence Platform, Software or Services; (b) use the Cadence Platform, Software or Services for timesharing purposes or otherwise for use by anyone else; (c) use the Cadence Platform, Software or Services for any purpose other than their intended purpose in accordance with the Documentation; (d) attempt to circumvent, interfere with or disrupt the integrity, performance or security of the Cadence Platform, Software or Services; or (e) attempt to gain unauthorized access to or use of the Cadence Platform, Software or Services. You shall be liable for any act or omission of an Authorized User that would constitute a breach of this Agreement if done or omitted to be done by You. You may only Use those Services specified in the applicable Order. You shall not modify, disassemble, decompile or reverse translate, or create derivative works from any Software, Documentation or other Confidential Information to which You have access when using the Services, frame or mirror any Services content or otherwise attempt to derive the source code, or let any third party do so.

No right or license is granted or implied under any of Cadence’s, its Affiliates’ or its licensors’, patents, copyrights, trademarks, trade names, service marks, or other intellectual property rights to Use the Services, or to authorize others to Use the Services or Cadence Platform, beyond the rights and restrictions set forth in these Terms. By way of example and not limitation, You shall not disclose to any third party any benchmarking of: (a) the Software or Services; or (b) the output of any Software or Services, nor permit any third party to do such benchmarking. Benchmarking includes any form of competitive analysis of the Software or Services against competitive products or services. You shall not (and shall not permit anyone else to) use the Software or Services for the purposes of developing any competitive service, tools or product. You shall not remove or alter any of Cadence’s, its Affiliates’ or its licensors’ restrictive or ownership legends appearing on or in the Software or Services, and shall reproduce such legends on all copies permitted to be made. You grant Cadence the right and license to make, use, sell, reproduce, modify, sublicense, disclose, distribute, and otherwise exploit error reports, corrections or suggestions provided by You or Your Authorized Users concerning the Services, Cadence Platform, and any modifications based thereon.

3.3. **Restrictions.** You shall not let the Services or Cadence Platform be accessed or Used by third parties or anyone other than Your Authorized Users whose duties require such access or Use. Notwithstanding the foregoing, an authorized consultant or subcontractor (excluding any competitors of Cadence) (“**Authorized Contractors**”) may Use the Services as Your Authorized User solely where such Use is incidental to their performing services on Your behalf, provided that appropriate Login Credentials are obtained for such Use by such Authorized Contractors and only one Authorized User may use any Login Credentials at any one time. You must ensure that such access and Use by any Authorized Contractor is limited solely to the Use permitted by the license granted to You hereunder and is limited solely to Your facility unless otherwise agreed by Cadence. Prior to allowing any access or Use by any Authorized Contractor under this Part II, Section 3.3 (Restrictions), You shall first have a written agreement in place between You and such Authorized Contractor obligating You and Your Authorized Contractor to observe the same obligations and restrictions concerning the Services as are contained in this Agreement. You shall be responsible to Cadence for all acts and omissions of Your Authorized Contractor as if they were Your acts and omissions, You shall notify Cadence of any breach of this Agreement by Your Authorized

Contractor, and You shall comply in good faith with Cadence's reasonable instructions to remedy such breach, which responsibilities shall survive termination of this Agreement.

3.4. Your Data.

3.4.1. Generally. As between You and Cadence, You own all rights, title and interest in and to all of Your Data that You provide to Cadence. You agree that the amount of Data that You provide to Cadence shall be subject to size restrictions determined by Cadence in its sole discretion for time to time, details of which are available from Cadence on request. You hereby grant to Cadence and its licensors a non-exclusive right and license to reproduce and modify Your Data in connection with the provision, maintenance, and support of the Services to You. You represent, warrant, and covenant that Your Data is Your original work product, or that You own or have all necessary rights to all Your Data for use with and through the Services, and to grant Cadence and its licensors the licenses granted hereunder without infringing or misappropriating the rights of any third party. You shall indemnify Cadence and its licensors against any loss related to any breach of this Section.

3.4.2. Restrictions. You agree not to upload or submit, and You shall ensure that no Authorized User uploads or submits, any data or other materials that: (i) contain personally identifiable data (other than Authorized User Login Credentials); (ii) may create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness, or any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or a tort; (iv) include any data that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (v) contain any information or content that You or the Authorized User do(es) not have a right to use or upload or submit in relation to this Agreement. If You become aware that any Your Data or any Authorized User's use of the Services or Cadence Platform violates this Section 3.4 (Your Data), You must take prompt action to remove Your Data and/or to suspend the Authorized User's use of the Services and Cadence Platform. Cadence may ask You to act within a certain time period. If You fail to comply with Cadence's request, Cadence may suspend or terminate Your account pursuant to this Agreement.

3.4.3. Data Deletion upon Termination or Expiration. You are solely responsible for maintaining comprehensive back-up copies of all Your Data in compliance with best industry practice, and Cadence shall not have any responsibility or obligation relating thereto or for any loss thereof. In particular, You shall ensure that You download and create back-up copies of all of Your Data before the termination of and each renewal of Your Order. Cadence shall not be liable for loss of output results derived from or created by You through Your Use of the Services, including where for example such loss results from the Services failing to be used or operate in accordance with applicable Documentation, or where design data is lost in the same session it was created in without the opportunity to back it up. Subject to the foregoing, Cadence will use commercially reasonable efforts to keep a copy of Your Data submitted by You to Cadence when using the Services and to make this available to You on request during the Term of Use of Your Order and for a period of 30 days thereafter to enable You to copy Your Data. On the thirtieth (30th) calendar day after the effective date of termination or expiration of the Term of Use of Your Order, any of Your Data that You created using the Services or submitted to the Cadence Platform will no longer be made available by Cadence for access or copying by You or any Authorized User(s). Thereafter Cadence will irrevocably delete and dispose of all Your Data in the possession of Cadence in accordance with Cadence's standard documentation retention, archiving and deletion policies. At termination or expiration, You will no longer have Use of or access to the Services.

3.4.4. Monitoring. Cadence and its licensors may monitor and collect configuration, performance, usage, and consumption data relating to Your Use of the Services and/or Cadence Platform, including accessing Your account and Your Data where reasonably required, in order to (i) facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, integrity, and stability of the Cadence Platform's infrastructure, and preventing or addressing service or technical issues and ensure compliance with this Agreement), and (ii) improve Cadence's products and services, its customers' experience of the same, and to respond to complaints and enquiries. You shall not block or interfere with that monitoring and shall not Use the Services in any way which may reasonably restrict or prevent any other Cadence customer using the Services or Cadence Platform.

3.4.5. Data and Network Security. You are solely responsible for ensuring that the security of the Cadence Platform, Software, and Services are appropriate for Your intended use.

3.4.6. Third Party Cloud Provider. You agree that to the extent the Services or Your Data are hosted on or supported by a third party hosting platform, cloud provider or other service or application provider referred to in Addendum 1 ("**Third Party Cloud Provider**"), You shall (and shall cause Authorized Users to) comply with the terms of use and policies of the Third Party Cloud Provided in addition to these Terms. Your Use of the Services in connection with the Third Party Cloud Provider shall be subject to the processes, systems and service levels controlled by that Third Party Cloud Provider, and Cadence shall not have any obligations with respect thereto beyond those provided by the Third Party Cloud Provider to Cadence.

4. FEES; TAXES

4.1. Fees and Payment. You shall pay Cadence all the fees specified in Your Order, including any fees for tokens, Order renewals, and any applicable maintenance services (collectively, the "**Fees**"). All payments shall be in U.S. Dollars, unless otherwise specified in the Order. Such Fees shall be remitted so that they are received by Cadence at the time when You submit Your Order. Except as expressly provided to the contrary herein, all Fees are non-cancellable, non-refundable, and shall not be subject to any abatement, set-

off, claim, counterclaim, adjustment, reduction, or defense for any reason (including in the event of termination of Your Order or Term of Use under Section 5.2 (Termination of an Order) below). Without limiting the foregoing or any other rights or remedies of Cadence (including termination rights), past due amounts (if any) shall be subject to a charge of one and one-half percent (1½%) per month of the unpaid balance or the maximum rate allowable by law. In addition, You shall pay all reasonable out-of-pocket expenses incurred by Cadence, including counsel fees and costs, in connection with collection thereof.

4.2. Taxes. All Fees are net. You shall pay or reimburse all taxes, duties and assessments, if any due, based on or measured by amounts payable to Cadence in any transaction between You and Cadence under this Agreement (excluding taxes based on Cadence's net income) together with any interest or penalties assessed thereon, or furnish Cadence with evidence acceptable to the taxing authority to sustain an exemption therefrom (collectively, "Taxes").

4.3. Records. You shall keep full, clear and accurate records to confirm Your and Your Authorized Users' Use of the Cadence Platform, Services, and Software hereunder, including maintaining a record of all Authorized Users including Authorized Contractors hereunder. Cadence shall have the right to request and You shall promptly supply a copy of such records at Cadence's request to confirm Your compliance with Your obligations hereunder.

5. TERM; TERMINATION; SUSPENSION

5.1. Term. Unless otherwise set forth in an Order, Your Use of the Services shall be for the Term of Use as described in this Agreement, unless terminated as provided in Section 5.2 (Termination of an Order) below.

5.2. Termination of an Order. Any Order hereunder may be terminated by Cadence: (i) if You fail to pay when due, all or any portion of any amounts payable under such Order; (ii) immediately if You become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver is appointed for You or for a substantial part of Your assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against You; or (iii) if You breach any other material provision of this Agreement and such failure is not cured within seven (7) days after receipt of written notice if such breach is curable or immediately upon notice if such breach is not curable. In addition, without limiting any other rights or remedies available to Cadence (including termination rights), in the event You fail to pay any Fees due under an Order, Cadence may accelerate all remaining Fees under such Order, together with any applicable Taxes, to become immediately due and payable by You to Cadence and withhold access to any Services and Support Services until You pay such past due amounts in full.

5.3. Effect of Termination. Expiration or termination of an Order or this Agreement shall simultaneously terminate all rights granted pursuant to Section 3.1 (Grant) and Cadence's obligations with respect thereto. Within thirty (30) days after such expiration or termination, and without limiting any other rights or remedies of Cadence, You shall make prompt payment in full to Cadence for all amounts then due plus the unpaid balance of the remaining license Fees set forth in the Order, together with any applicable Taxes, which shall accelerate and become immediately due and payable by You to Cadence. In addition, each party's rights and remedies with respect to any breach by the other party shall survive. Part II, Sections 3.2 (Limitations), 3.3 (Restrictions), 3.4 (Your Data), 4 (Fees; Taxes), 5.3 (Effect of Termination), 10 (Warranty and Disclaimer), 11 (Limitation of Liability), and 12 (General Provisions) shall survive expiration or termination of this Agreement.

5.4. Suspension. Cadence may, in its discretion, suspend Your Use of the Services at any time if, for example: (i) Cadence has reason to believe You are in breach of the Terms or that any information You have provided when subscribing for the Services is inaccurate or incorrect; (ii) Your use of the Services poses a security risk; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement. Cadence will provide You with written notice prior to suspending Your use of the Services if permitted by law or unless Cadence reasonably determines that providing notice presents a risk of harm to the Cadence Platform, to other users of the Services or Cadence Platform, or to any person or property, in which case Cadence will notify You as soon as feasible or permitted. Cadence will promptly reinstate Your access to the Services once Cadence has determined that the issue causing the suspension has been resolved. Cadence shall have no liability whatsoever to You for any such suspension. Cadence may terminate Your Order in accordance with these Terms upon written notice to You if You fail to resolve the underlying cause resulting in a suspension when requested to do so.

6. ORDERING

6.1. You may submit a purchase order for Services using Your standard purchase order forms solely for invoicing or administrative purposes. Such purchase order forms shall: (i) conform to and cite this Agreement (including the Order, Cadence Order confirmation and these Terms); (ii) describe the Services ordered (using Cadence's product numbers and nomenclature); (iii) identify the quantity, Fees, and addresses consistent with the Order; and (iv) include such other data as Cadence may reasonably require.

6.2. This Agreement shall govern all Orders and any such purchase orders, regardless of whether Your purchase order was received by Cadence directly or through an authorized Cadence reseller. Other than the Order, any terms and conditions contained or incorporated by reference in purchase orders, acknowledgments, invoices, policies, confirmations or other business forms of either party which add to or differ from the terms and conditions of this Agreement are rejected and shall be of no force or effect whatsoever with respect to the transaction, and either party's failure to object thereto shall not be deemed a waiver of such party's rights hereunder.

7. **SERVICES ACCESS; SETUP**

7.1. Access. All access to Services and applicable Cadence Platform functionalities, shall be provided to You in online electronic format only and as specified in the Order. Subject to payment of applicable Fees, You will receive an email with instructions to identify and register Your Authorized User on the Cadence Platform.

7.1.1. Setup. Cadence will be responsible for determining the configuration of the Services and Cadence Platform. You are responsible for any use of the Services that occurs under Your Login Credentials and for each Authorized User's compliance with the Agreement. If You become aware of any user's violation of the Terms, You must promptly terminate that user's access to and use of the Services. If You believe Your account has been compromised, including any unauthorized access to or use of the Services, or Cadence Platform, or disclosure of any account information, passwords, user names, or Login Credentials, You must immediately notify Cadence.

7.1.2. **Services Availability.**

Cadence will provide a Services Availability of 95%. For the purposes of this Section, "**Services Availability**" means the amount of time in a month when the Services are Available, and is calculated as follows:

Services Availability = (Best Case Scenario – Downtime) / Best Case Scenario * 100

Best Case Scenario = Number of minutes during the month minus Downtime Exclusions.

Downtime = Number of minutes during the month when the Services are not Available.

"**Available**" means You have the ability to access and Use the Services via the Cadence Platform. If Services Availability falls below 95%, Cadence will issue a credit to You in accordance with this Section (a "**Service Credit**") according to the method of calculation set forth below. Cadence will maintain measurement tools for the determination of compliance with the above-mentioned Services Availability, and Cadence's measurements shall be the sole basis for determining compliance with the Services Availability set forth herein. Service Credits are the sole and exclusive remedy for any claims related to Services Availability under this Agreement. Service Credit(s) will only be calculated against and shall not exceed the value of the monthly fee associated with the applicable Service for that month. For validated claims for Downtime, a Service Credit shall be calculated and made available by Cadence corresponding to the applicable Downtime as determined by Cadence. "**Downtime Exclusions**" means Downtime caused by: (i) hardware, software or services not provided by Cadence; (ii) scheduled or emergency maintenance of Services or Software; (iii) Your use of Services not in accordance with Documentation or instruction by Cadence; (iv) failures due to modifications of the Services or Software not performed by Cadence; (v) use of Services during evaluation period or any unpaid use of Services by You; (vi) acts or omissions of You or Your Authorized Users, employees, agents, contractors, or vendors, or anyone gaining access to Cadence's Service by means of You or Your Authorized Users' accounts, Login Credentials or equipment; or (vii) factors outside of Cadence's reasonable control.

8. **SUPPORT**

8.1. Generally. Subject to this Agreement, and Your timely payment of applicable Fees, Cadence agrees to use commercially reasonable efforts to perform, or have provided, during the Term of Use for the applicable Order, the following support with respect to the Services, subject to Your compliance with Your support responsibilities described below.

8.2. **Support Services.**

8.2.1. Technical Support; Access. Cadence will use commercially reasonable efforts to make internet-based technical assistance materials relating to the Services You have ordered available to You as further described below. Such assistance shall be made available through the Cadence online support portal made available for the Services. During the applicable Term of Use, and subject to Your compliance with these Terms, Your access to the Cadence online support portal shall be permitted seven (7) days a week, twenty-four (24) hours a day, except as required for performance of maintenance or issue-resolution by Cadence or Cadence's licensors. Cadence will provide You (through the Cadence online support portal or as otherwise determined by Cadence) with such newsletters and other publications, as Cadence routinely provides or makes accessible to all customers of the Services You have ordered, to furnish information on topics such as technical advisories, known problem and solution summaries, product release notes, application notes, product descriptions, removal of an item from a product line, training class descriptions and schedules, bulletins about user group activity and the like.

8.2.2. Update(s). Cadence may incorporate Update(s) to the Services and/or Software available on the Cadence Platform at any time selected by Cadence as which point the earlier version of the Services and/or Software which has been updated shall no longer be available unless otherwise provided by Cadence. Cadence may also provide instructions and/or Documentation that Cadence considers reasonably necessary to assist in a smooth transition for Use of an Update, if required. You acknowledge that Cadence will provide technical support as described above only for the most current version of Software or Documentation which is available for Use as part of Your Services. You acknowledge that this may not be the same as the most current version of Software or Documentation generally made available by Cadence separately from the Services.

8.2.3. Issue Resolution Assistance. Unless expressly provided for in an Order, Cadence is not required to provide additional engineering support services, but if it does so such services shall be subject to the following terms: Any such engineering support services shall be available between 9:00 a.m. and 5:00 p.m., local time (“**Prime Shift**”), Monday through Friday, excluding Cadence’s holidays. Cadence will acknowledge receipt of Your service request (“**SR**”) within four (4) Prime Shift hours. Your SR shall include a detailed description of the nature of the issue, the conditions under which it occurs, and other relevant data sufficient to enable Cadence and/or its applicable licensors to reproduce the reported error in order to verify its existence and diagnose its cause. Upon completion of diagnosis, Cadence and/or its licensors, as applicable, will provide You with assistance in accordance with Cadence’s standard commercial practices to seek to correct or alleviate the condition reported.

8.3. Your Support Responsibilities. You shall:

8.3.1. Notification. Notify Cadence promptly through Cadence’s electronic problem reporting software where made available by Cadence online. If You do not receive Cadence’s acknowledgment of its receipt of such report within four (4) Prime Shift hours after making such report, You shall promptly re-transmit such report.

8.3.2. Assistance. Provide Cadence and/or Cadence’s applicable licensors with reasonable assistance related to support services as requested and ensure that Your employee with appropriate skills is available to assist Cadence. Further, if Cadence or its licensors reasonably believe a problem with the Services, and/or Cadence Platform may be attributable to Your and/or Your Authorized Users’ use, You must cooperate with Cadence or the applicable licensor to identify the source of the problem and resolve the problem.

8.3.3. Test Time. Provide sufficient support to allow Cadence or its licensors to duplicate an error and verify if it is due to Services and/or Cadence Platform, and when corrections are complete, acknowledge that the error has been resolved. If requested by Cadence, You shall provide to Cadence and/or Cadence’s applicable licensors, access to such of Your systems, virtual machine and other cloud instance data as necessary to enable Cadence to analyze and resolve any problem notified by You to Cadence.

8.3.4. Standard of Care. Provide the same standard of care (but no less than reasonable care) when using the Services that You apply to Your own products, data or services of like value to Your business.

8.3.5. Support. Promptly inform Cadence in writing if You develop interfaces to any Cadence Software, Documentation and Services to which You have access under this Agreement and provide such information as Cadence determines necessary to properly maintain or operate the Services on the Cadence Platform.

8.3.6. Data Necessary. Provide sufficient data to enable Cadence or its licensors to replicate a reported error.

8.4. Additional Services. If Cadence, or an applicable Cadence licensor, agrees to perform services requested by You which are not included as part of this Agreement, such services shall be billed to You at prices and terms to be mutually agreed by the parties.

8.5. Excluded Services. Without limiting the above conditions, services in connection with or resulting from the following are excluded from this Agreement:

- (i) abuse, misuse, accident or neglect;
- (ii) repairs, alterations, and/or modifications (including attempted repairs, alterations, and/or modifications) to the Software or Services that are performed by a party other than Cadence or its agents;
- (iii) maintenance, malfunction, or modification of Your operating systems or defects in Your own or third party systems or the internet that restrict You from accessing the Services or Cadence Platform;
- (iv) Use of other than the most current release of the Services or Software as specified in Part II, Section 8.2.2 above; or
- (v) Your failure to properly maintain the configuration environment (i.e., memory/disk capacity, operating system revision level, prerequisite or co-requisite items, etc.) specified in the Documentation or to maintain adequate backups.

9. PROPRIETARY RIGHTS INDEMNITY

Cadence shall defend at its expense, or at its option reimburse You for reasonable costs of defense of, or settle any legal action brought against You to the extent that such legal action is based on a third party claim that the Services as delivered by Cadence directly infringe a U.S., European Union, U.K. or Japan patent issued as of the Effective Date or infringe any copyright or constitute a misappropriation of any trade secret of any third party. However, such defense and payments are subject to the condition that You give Cadence prompt written notice of such claim, allow Cadence to direct the defense and settlement of the claim, and cooperate with Cadence as necessary for defense and settlement of the claim. Should any Services, or the operation thereof, become or in Cadence’s opinion be likely to become, the subject of such claim, Cadence may, at Cadence’s option and expense, procure for You the right to continue using the Services, replace or modify the Services so that they become non-infringing, or terminate the license granted hereunder for such Services and refund to You the Fees (less a reasonable charge for the period during which You have had availability of such Services for Use and of the Support Services). Cadence will have no liability for any infringement claim to the extent it: (i) is based on any modifications of the Services or Cadence Platform or any part of them by any party other than by Cadence, with or without Cadence’s authorization; (ii) results from Your failure to Use the most recent Updated version of the Services; (iii) is based on the combination or Use of the

Services with any other software, program or device not provided by Cadence if such infringement would not have arisen but for such use or combination; (iv) results from compliance by Cadence with designs, plans or specifications furnished by You or on Your behalf; (v) is based on any products, devices, software or applications designed or developed through Use of the Services; (vi) use of the Services other than in accordance with the Documentation or other than in a manner for which they are licensed to be Used under this Agreement or (vii) following Your receipt of a claim of infringement. THE PROVISIONS OF THIS PART II, SECTION 9 (PROPRIETARY RIGHTS INDEMNITY) STATE CADENCE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR PROPRIETARY RIGHTS INFRINGEMENT.

10. WARRANTY AND DISCLAIMER

10.1 Cadence warrants that the during the Term of Use the Services will be provided subject to the terms hereof substantially in accordance with the applicable Documentation in all material respects when Used in accordance with the Documentation, provided Cadence shall not be liable for any non-conformance failure to provide the Services caused by You or any third party (including any Third Party Cloud Provider referred to in Addendum 1) such as use with, modifications to and combination of the Services with any other software or systems for which they are not authorized to be used by Cadence. In addition, Cadence specifically disclaims any warranty as to the accuracy of any report, data or other material or other technology, data, specifications, or designs resulting from Your Use of the Services or any third party's materials. You shall be solely responsible for, and Cadence excludes all liability for all loss or damage arising from fraudulent or unauthorized Use of the Services or Cadence Platform by an Authorized User or any third party. Cadence does not warrant that Services will meet Your requirements or that Use of the Services or Cadence Platform will be uninterrupted or error free. The Services may assist You with Your design analysis but You shall be responsible for undertaking other appropriate product testing and analysis before production in accordance with best industry standards.

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 10.1, ALL SERVICES ARE PROVIDED "AS-IS" AND CADENCE, ITS LICENSORS, THIRD PARTY CLOUD PLATFORM PROVIDERS, AND ITS AUTHORIZED RESELLERS (I) MAKE NO WARRANTIES TO YOU WITH RESPECT TO THE SERVICES, CADENCE PLATFORM, OR ANY SOFTWARE, SERVICE, ADVICE, OR ASSISTANCE FURNISHED OR ACCESSIBLE HEREUNDER, AND (II) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. THE CADENCE PLATFORM, SERVICES, AND SOFTWARE ARE NOT INTENDED FOR THE DESIGN OF PRODUCTS FOR, OR USE IN HAZARDOUS OR CRITICAL ENVIRONMENTS OR IN ACTIVITIES REQUIRING EMERGENCY OR FAIL-SAFE OPERATION, SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, OR COMMUNICATION SYSTEMS, MILITARY OR MILITARY-INTELLIGENCE USE OR IN ANY OTHER APPLICATIONS OR ACTIVITIES IN WHICH FAILURE OF THE PRODUCTS MAY POSE THE RISK OF ENVIRONMENTAL HARM OR PHYSICAL INJURY OR DEATH TO HUMANS ("DANGEROUS APPLICATIONS"). CADENCE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY DANGEROUS APPLICATION AND ANY SUCH USE SHALL BE AT YOUR SOLE RISK. TO THE EXTENT YOU OR ANY OF YOUR AUTHORIZED USERS USE THE LICENSED MATERIALS FOR ANY DANGEROUS APPLICATIONS, SUCH USE SHALL BE AT YOUR SOLE RISK. YOU SHALL BE SOLELY RESPONSIBLE FOR YOUR AND YOUR AUTHORIZED USERS' DESIGN CHOICES AND USING APPROPRIATE SAFEGUARDS TO PROTECT AGAINST POTENTIALLY DANGEROUS CONSEQUENCES OF ANY DANGEROUS APPLICATIONS AND SHALL INDEMNIFY CADENCE AGAINST ANY LOSS, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO ANY SUCH DANGEROUS APPLICATIONS.

10.2. In order to receive warranty remedies, any deficiencies in the Services resulting in breach of the warranty set forth in Section 10.1 must be reported to Cadence in writing as soon as reasonably possible, which in no event shall exceed ninety (90) days after the end of the Term of Use of the applicable Order. Unauthorized modification of the Services shall cause immediate termination of any applicable warranty as established above. Your sole and exclusive remedy for breach of any warranty under this Section 10 shall be to have the deficiencies remedied or to receive a refund of the pro rata amount of the Fees allocable to such Services or, where applicable, a Service Credit in accordance with Section 7.1.2, at Cadence's option.

11. LIMITATION OF LIABILITY

11.1. CADENCE, ITS LICENSORS, THIRD PARTY CLOUD PROVIDERS, AND ITS AUTHORIZED RESELLERS SHALL NOT BE LIABLE FOR COSTS OF SUBSTITUTES OR LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

11.2. CADENCE'S, ITS LICENSORS, THIRD PARTY CLOUD PROVIDERS AND AUTHORIZED RESELLERS' CUMULATIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (OR PERFORMANCE OR BREACH THEREOF) OR THE SERVICES (INCLUDING ALL COSTS, DAMAGES AND LIABILITIES INCURRED UNDER PART II, SECTION 10 (PROPRIETARY RIGHTS INDEMNITY)) SHALL BE LIMITED TO AND NOT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY CADENCE FROM YOU FOR THE SERVICES WHICH ARE THE SUBJECT OF THE

CLAIM UNDER YOUR MOST RECENT ORDER.

11.3. The above limitations shall apply (i) notwithstanding failure of essential purpose of any exclusive or limited remedy, and (ii) whether or not Cadence has been advised of the possibility of such damages. This Part II, Section 11 (Limitation of Liability) allocates the risks under this Agreement and Cadence's pricing reflects this allocation of risk and the above limitations.

11.4. Cadence's licensors, suppliers and authorized resellers shall, with Cadence's prior consent, be entitled to benefit from and enforce the limitations of liability in this Section 11 in the same way as Cadence as a third party beneficiary under this Agreement in respect of any liability such parties may incur as a result of this Agreement.

12. GENERAL PROVISIONS

12.1. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding conflict of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply. This Agreement is prepared and executed and shall be interpreted in the English language only.

12.1.1. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state courts in and for Santa Clara County, California (or, if there is federal jurisdiction, the United States District Court for the Northern District of California), and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.

12.2. Notices. All notices, demands or consents required or permitted hereunder shall be delivered in writing to the addresses set forth in the applicable Order, and, in the case of Cadence, to the attention of the Chief Legal Officer, or at such other address provided in writing for such purposes.

12.3. Severability. If any provision is determined to be invalid or unenforceable, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties. All other provisions shall be deemed valid and enforceable to the maximum extent possible.

12.4. Force Majeure. Except for Your payment obligations, neither party shall be liable for any failure or delay in performing any obligation, if failure or delay is due to circumstances beyond its reasonable control.

12.5. Relationship. The relationship between the parties is that of independent contractors.

12.6. Assignment. You may not delegate, assign or transfer this Agreement or any of Your rights and obligations under this Agreement, and any attempt to do so shall be void. Without limitation of the foregoing, an assignment, delegation or transfer shall include a sale of all or substantially all Your assets, a merger, a re-organization, share exchange, consolidation or change in control of fifty percent (50%) or more of Your beneficial ownership of equity interest or voting power or that of any entity that directly or indirectly controls You (a "**Change in Control**"). No transfer, delegation or assignment (including an assignment by operation of law) of this Agreement may be made without the prior written consent of Cadence, which may be withheld in Cadence's sole discretion. As used in this Agreement, assignment shall not include, and no consent shall be required solely by reason of: (i) You raising additional capital through sale of equity (either privately or through a public offering) or debt instruments, provided that the additional equity and debt instruments issued do not result in a Change in Control; (ii) You changing Your state of incorporation without change in equity structure or voting power; or (iii) You reorganizing Your corporate structure without a change in Your equity structure or voting power; provided, however, that any reorganization that would result in the rights hereunder being transferred or the Services being Used by an entity that is not controlled by You shall require Cadence's prior written consent. Cadence may delegate its obligations to its Affiliates or contractors, provided that Cadence remains liable for its obligations hereunder.

12.7. Export and Sanctions Laws and Regulations. Each party shall comply with all applicable export control and sanctions laws, including the U.S. Export Administration Regulations ("**EAR**") and laws administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), in connection with any activity involving the Services, including any use, export, reexport, or transfer (in-country) of the Services (including any Software or Documentation made available under the Services). You shall not provide Cadence with any technical information related the Services, Your Data, or Your Use of the Services, that would require governmental authorization to export from the U.S. without Cadence's prior written consent (including information subject to EAR for control reasons other than anti-terrorism, or to the Wassenaar Arrangement Lists of Dual Use Goods and Technologies and Munitions Lists). You agree and certify that neither You nor any Authorized User or Authorized Contractor is a Sanctioned Person. "**Sanctioned Person**" means any person that is (i) the target of any economic or trade restrictions administered or enforced by the United States (including, OFAC, the U.S. Department of State, and the U.S. Department of Commerce's Bureau of Industry & Security (BIS)), the United Nations, and the European Union), (ii) located, organized or ordinarily resident in Iran, North Korea, Syria, Cuba, or Crimea, or (iii) owned or controlled by a person described in subcategory (i) or (ii), as a result of which such owned or controlled person is subject to the same prohibitions or restrictions as the person described in subcategory (i) or (ii). You agree and certify that neither You, nor any Authorized User or Authorized Contractor, is a military end user/military-intelligence end user in China, Russia or Venezuela, and that You, Your Authorized User and/or Authorized Contractor shall not use the Services, Software packages or Documentation for a military end use/military-intelligence end use in these countries. You, Your Authorized User and/or Authorized Contractor shall not sell, export, reexport, transfer, or divert the Services, Software or Documentation to a military end user/military-intelligence end user in Russia, China, or Venezuela or for military end use/military-intelligence end use anywhere in the world. To

certify compliance with any and all the foregoing, You shall execute and deliver to Cadence such “certificates of assurance” and/or “end-user certifications” as may be reasonably requested by Cadence. You shall be strictly responsible for ensuring that You, Your employees, and any Authorized Users or Authorized Contractors fully comply with the requirements of this Part II, Section 12.7 (Export and Sanctions Laws and Regulations). Any breach of this Section 12.7 (Export and Sanctions Laws and Regulations) shall be deemed a material breach.

12.8. Confidentiality. You shall not disclose to any third party or use for any purpose (except as expressly authorized hereunder): (i) the Cadence Platform, Services, Software or Documentation, (ii) information and materials made available by Cadence in connection with Services or Support Services, including any information relating to Cadence’s Affiliates’ or resellers’, or technology suppliers’ technology, customers, pricing, billing or business plans, (iii) the terms and conditions of Your Order, or (iv) any other information disclosed by Cadence or its Affiliates marked or otherwise designated as “confidential” or “proprietary” or is clearly by its nature confidential (“**Confidential Information**”). You may only disclose Confidential Information to Authorized Users explicitly permitted to access the Services hereunder on a strict need-to-know basis and only to the minimum extent necessary for the purpose permitted hereunder. You shall use at least the same degree of care that You use to protect Your own confidential information of like kind, but not less than reasonable care, to protect Cadence’s Confidential Information. However, Confidential Information shall not include information that: (a) is or becomes part of the public domain through no fault of Your own; (b) was in Your lawful possession without obligation of confidentiality prior to receipt from Cadence; (c) is provided to You without confidentiality obligations from a source independent of Cadence in lawful possession and authorized to disclose it without confidentiality obligations; or (d) is independently developed by You without use of or access to Confidential Information.

12.8.1. Exception. The foregoing prohibitions on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed as a matter of law or by court order or other legal process, provided that You use reasonable efforts to provide Cadence with prior notice of such obligation to disclose and reasonably assists Cadence in obtaining a protective order or in otherwise limiting such disclosure.

12.9. Personal Data. Any personal data provided to Cadence by You or others pursuant to an Order, shall be used by Cadence in accordance with Cadence’s Privacy Policy available at www.cadence.com. You will only provide personal data for which You have the legal and contractual rights to provide to Cadence for such purposes. You shall ensure that Your employees and representatives are aware of the personal data processing terms described in such policy.

12.10. Entire Agreement. This Agreement is the complete and exclusive agreement between the parties relating to the subject matter hereof and supersede all other communications between the parties relating thereto. This Agreement supersedes all other terms and conditions (other than the Order) contained in any purchase order or other business form submitted hereafter by either party for this transaction and any inconsistent terms. Only a written instrument duly executed by both parties referencing this Section may modify this Agreement. For the avoidance of doubt any fee arrangements, discounts or other terms and conditions (including paper and “clickthrough” agreements) You may have agreed with Cadence or its Affiliates for the provision of products and services shall not apply in respect of Orders for Services concluded using the Cadence Platform.

12.11. Waiver. Failure by either party to enforce at any time any provision of this Agreement, or to exercise any election of options provided herein shall not constitute a waiver of such provision or option, nor affect the validity of this Agreement or any part thereof, or the right of the waiving party to thereafter enforce each and every such provision.

12.12. Construction. Each party has had the opportunity to review this Agreement with legal counsel, and there shall be no presumption that ambiguities shall be construed or interpreted against the drafter. The words “include” and “including” and variations shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

12.13. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement is effective upon delivery of one executed counterpart from each party to other parties, including by facsimile or other electronic form.

12.14. Injunctive Relief. You acknowledge that breach may cause irreparable harm to Cadence for which money damages would be inadequate. Notwithstanding Section 12.1 (Governing Law and Dispute Resolution) or anything else to the contrary, Cadence shall be entitled to obtain timely injunctive relief in any court of competent jurisdiction without the necessity of posting bonds, in addition to any and all remedies available at law.

12.15. U.S. Government Contracting. Except as expressly permitted hereunder, You shall not permit the Services to be provided to any third party, including the U.S. Government, without prior written authorization by Cadence. The Services include access to “Commercial Items,” specifically commercial “technical data,” “commercial computer software,” and “commercial computer software documentation” as those terms are defined in Federal Acquisition Regulation (“**FAR**”) 2.101 or U.S. Department of Defense FAR Supplement (“**DFARS**”) 252.227-7013, as appropriate. If the Services are Used by (or if You are authorized by Cadence to Use on behalf of): (i) a civilian agency, the U.S. Government Uses the Services subject to this Cadence commercial license agreement as specified in FAR 12.212 (Computer Software), FAR 12.211 (Technical Data), and FAR 52.227-19 (Commercial Computer Software License), as applicable, and any successor regulations; or (ii) an agency within the Department of Defense (“**DOD**”), the U.S.

Government Uses Cadence Services subject to this Cadence commercial license agreement as specified in the DFARS 252.227-7015 (Technical Data-Commercial Items), DFARS 227-7102.2 (Rights in technical data), and DFARS 227.7202-3 (Rights in Commercial Computer Software and Commercial Computer Software Documentation), as applicable, and any successor regulations. All Orders, Cadence offers and Your or U.S. Government (if applicable) use, modification, reproduction release, performance, display, or disclosure of the Services shall be solely subject to and in accordance with these terms, and the terms of this Agreement supersede and are in lieu of any FAR, DFARS, or supplemental regulations. All Cadence offers are firm fixed price, unless the Order expressly states otherwise. Cadence takes exception to any additional or conflicting terms beyond what is expressly referenced in the Agreement. Cadence's DUNS Number is 10-4068-093, its NAICS Code is 518210, its CAGE Code is 0B6F5, and its Business Size is Large (Cadence is not a small or disadvantaged business concern). Cadence's representations and certifications applicable for this Order are available on request from Cadence. If the Order is with the U.S. Government or a prime contractor for a U.S. Government project, then Cadence will agree to the Cadence Commercial Item Subcontractor Status and Exceptions on request from Cadence. If the Order is with a U.S. Government agency and is required to incorporate FAR 52.212-4, then the parties agree that the tailored form of FAR 52.212-4 available on request from Cadence shall apply.

Addendum 1

Cloud Or Product Specific Terms and Conditions

This Addendum 1 (“**Addendum 1**”) provides supplementary terms to the SAAS Services Terms and Conditions (the “**Terms**”).

1. THIRD PARTY CLOUD PROVIDERS

In accordance with Part II, Section 3.4.6 of the Terms, Your Order may make use of solutions or applications provided by third parties referred to below, which are subject to Service Level Agreements (“SLAs”) and other terms referred to below.

Amazon Web Services (AWS)

AWS provides services listed below to support Cadence’s Services. Details of the AWS Service Level Agreements (“SLAs”) under which these AWS services are made available at the following website addresses, as may be updated and replaced by AWS from time to time and as agreed with Cadence:

AppStream SLA	https://aws.amazon.com/appstream2/sla/
API Gateway	https://aws.amazon.com/api-gateway/sla/
CloudFront	https://aws.amazon.com/cloudfront/sla/
CloudWatch	https://aws.amazon.com/cloudwatch/sla/
Compute	https://aws.amazon.com/compute/sla/
ELB	https://aws.amazon.com/elasticloadbalancing/sla/
Guard Duty	https://aws.amazon.com/guardduty/sla/
Route 53	https://aws.amazon.com/route53/sla/
S3	https://aws.amazon.com/s3/sla/
VPC NAT Gateway	https://aws.amazon.com/vpc/sla/
CloudTrail	https://aws.amazon.com/cloudtrail/sla/
Config	https://aws.amazon.com/config/sla/
Lambda	https://aws.amazon.com/lambda/sla/
Shield	https://aws.amazon.com/shield/sla/
WAF	https://aws.amazon.com/waf/sla/

You agree and accept that the foregoing services may be unavailable due to third party suspension or termination of relevant services, performance issues caused by factors beyond Cadence’s and its suppliers’ reasonable control including force majeure, internet access or related problems, third party actions, third party equipment or technology, and failure to follow best practices identified by relevant service suppliers.

Addendum 2

Academic Use Terms and Conditions

Upon submission of an Order referencing these Academic Use Terms and Conditions, the terms and conditions of the Order shall include the SAAS Services Terms and Conditions to which this Addendum 2 is attached (the “**Terms**”), provided such Terms shall be modified as set forth below. To the extent there is a conflict between the terms and conditions of this Addendum and the other Terms of the Order, the terms and conditions of this Addendum shall govern.

1. All references to “entity” shall include an “institution.”
2. 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. You shall not, and shall ensure Your Authorized Users shall not, disclose any Cadence Confidential Information in connection with creating, performing or publishing Fundamental Research.

3. In Part I, Section 1, 1.2(a) of the Terms replace:
“(a) A free trial applies to Your first time Services Order only. The free trial will expire after 30 days or 8 hours usage of the Services, whichever occurs first. Different terms apply for academic users as stated in Addendum 2.” by “Your permitted Term of Use under the Addendum 2 Academic Use Terms and Conditions will expire after 6 months or 30 hours usage of the Services, whichever occurs first. To participate Your university must have been approved by Cadence through the University Program Authorization Form”.
4. The automatic renewal provisions in Part 1, Section 1 shall not apply.
5. The definition of “Authorized User” in Part II, Section 1 (Definitions) of the Terms shall be deleted in its entirety and replaced with the following:

“**Authorized User**” means Your named employee, student, employee instructor and employee researcher who is authorized by You to Use the Services, and who has been supplied Login Credentials by You (or by Cadence at Your request). Not more than one Authorized User may use any Login Credentials at any one time.

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

“**Use**” means accessing all or any portion of Software, Design Elements and/or Documentation made available as part of the Services using the Cadence Platform 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 or Documentation using the Services; each solely for the purpose of Your internal non-commercial, nonproduction (a) educational instruction of Your registered full time undergraduate and graduate students and (b) Fundamental Research. Permitted use expressly excludes the sale, export, reexport, transfer, diversion or other use of any Services, Software or Documentation for any military end use/military-intelligence end use anywhere in the world.

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

3.3. Restrictions. You shall not let the Services, Software or Cadence Platform be accessed or Used by third parties or anyone other than Your Authorized Users whose duties require such access or Use. You shall ensure that all Authorized Users have been informed of the conditions, restrictions and limitations in these Terms with respect to the Services, Software or Cadence Platform and You shall be responsible to Cadence for the actions or omissions of such Authorized Users as if they were Your actions or omissions. You shall notify Cadence of any breach of this Agreement by Your Authorized Users, and shall comply in good faith with Cadence’s reasonable instructions to remedy such breach, which responsibilities shall survive termination of this Agreement. You may not do any benchmarking of the Software, Services, Design Elements or the output of any Software or Services (which means any form of competitive analysis of any part of the Services versus competitive tool products), nor permit any Authorized User or third party to do so. You shall ensure that none of the designs and output generated or validated through the Use of the Services is licensed, sold, assigned or otherwise commercially exploited by You, any Authorized User 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, You may disclose the designs and output generated or validated through Use of the Licensed Materials under the following circumstances:

(i) You may disclose or transfer designs and output generated or validated through Use of the Services to Academic Foundry Services (as defined below) 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 foundries may be granted on a case by case basis in writing at Cadence’s sole discretion.

(ii) You may ship ICs/PCBs that incorporate the designs/output generated or validated by the permitted Use of the Services to a research institution for purposes of performing a non-commercial, Fundamental Research experiment; provided that (a) You 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 (b) You shall ensure that such ICs/PCBs shall be returned to You after the Fundamental Research experiment.

8. For the purposes of this Addendum and without limiting any other terms of this Agreement, all references to “Authorized Users” or “Authorized Contractors” shall be restricted to Your authorized faculty teaching and students enrolled in courses. Any Services may only be accessed at a university facility or home office of Your faculty members or students.
9. No Support Services are provided unless otherwise determined by Cadence at Cadence’s sole discretion. All references to “**Support Service(s)**”, including Part II, Section 8 (Support Services), shall be applicable only if Support Services are provided by Cadence. Cadence may terminate, withhold, or limit such Support Services at any time without notice in Cadence’s sole discretion.