

**AGREEMENT NO. EPUPS-**

**EUROPRACTICE / SYNOPSIS  
ACADEMIC END USER LICENCE AGREEMENT**

This EUROPRACTICE / Synopsys Academic End User Licence Agreement ( the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ ("Effective date"), or is no date is specified above, the last signature date.

BETWEEN:

Synopsys International Limited  
of:  
Block 1 Blanchardstown Corporate Park,,  
Blanchardstown, Dublin 15  
Ireland  
(hereafter referred to as Synopsys)

AND

\_\_\_\_\_ (Institution Name)  
(hereafter referred to as "Licensee")

\_\_\_\_\_ (Address of Licensee)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Responsible Person)

\_\_\_\_\_ (Telephone Number)

\_\_\_\_\_ (Facsimile Number)

\_\_\_\_\_ (EUROPRACTICE Academic Subscription Number)

**TERMS AND CONDITIONS**

This legal document is an agreement between the Licensee and Synopsys. EUROPRACTICE, acting through the Science and Technology Facilities Council (STFC) at Rutherford Appleton Laboratory, Chilton, Didcot, Oxon., OX11 0QX, United Kingdom (hereafter referred to as "RAL"), will be responsible for arranging the issue and signature of all Agreements.

**PREAMBLE**

Synopsys has authorised RAL to make copies of the Licensed Product and distribute them to Participating Institutions which have been granted a EUROPRACTICE / Synopsys End User licence under this Agreement. The Participating Institution must be an educational user that is an academic subscriber to the European Union's EUROPRACTICE Programme. RAL is authorised by Synopsys to distribute Licensed Products to Participating

Institutions, provided they first execute a copy of this Agreement and use the Licensed Products in compliance with all the terms and conditions contained herein. The Licensed Product provided by Synopsys to Licensee shall be used for academic programmes offered by Licensee to its students in the study of electrical engineering, computer science, computer engineering or physics, in which the Licensed Product is used as a tool in such programme's instruction, study, classroom or laboratory environment, or is used to conduct non-commercial research programmes in the above listed fields of study.

## **AGREEMENT**

Synopsys and Licensee each hereby acknowledge that they have read and understood the terms of this Agreement and that by signing they become parties to this Agreement and agree to be bounded by all terms, conditions and obligations and contained herein.

## **TERMS AND CONDITIONS**

### **1. PRODUCTS AND SERVICES**

1.1 The Synopsys products and services that you may license or purchase under this agreement through RAL may include (but not limited to):

- (a) **DesignWare**, which means any software products (including Implementation IP and Verification IP), other than DesignWare Fee-Per-Use Cores, marketed by Synopsys under the brand name "DesignWare".
- (b) **Licensed Software**, which means a Synopsys software product other than DesignWare and DesignWare Fee-Per-Use Cores.
- (c) **Maintenance Services**, which means the software maintenance and support services described in section 5.
- (d) **Training Services**, which means education in the use of Synopsys software products through standard curriculum educational services courses.

1.2 The term "Licensed Products" means Licensed Software and DesignWare.

1.3 Additional terms and conditions (beyond those stated here and in any attached supplements) may apply to certain Licensed Products. When ordering these Licensed Products through RAL, you will be given an opportunity to review the additional terms and conditions that must be accepted for you to receive the Licensed Products. If the additional terms and conditions conflict in any way with the terms and conditions stated here, the additional terms and conditions will prevail.

### **2. LICENSES**

2.1 Your License Rights: When you purchase a license a Licensed Product, upon its delivery you will have a nonexclusive right to:

- (a) install the Licensed Product on one or more computers;
- (b) install the License Key for the Licensed Product on the computer specifically identified in the License Key;
- (c) use the Licensed Product solely for academic instruction, training or research purposes;
- (d) make a reasonable number of copies of the Licensed Product solely for backup or archival purposes; and
- (e) make a reasonable number of copies of the Documentation for the Licensed Product, and use the Documentation solely to support your use of the Licensed Product.

2.2 Implementation IP License: In addition, when you are granted a license to any Implementation IP, you will have a nonexclusive right to:

- (a) integrate the Implementation IP into your Designs to create one or more Integrated Designs;
  - (b) make and use physical implementations (commonly referred to as semiconductor chips) of one or more of the Integrated Designs, up to a quantity of 500 physical implementations per Integrated Design;
  - (c) distribute the Implementation IP in netlist or GDSII format as part of any of your Integrated Designs to any third party that provides foundry services to you, solely for the purpose of having that foundry make physical implementations of one or more of entire Integrated Designs of yours, as long as the third-party foundry is subject to confidentiality obligations regarding the Implementation IP that are no less restrictive than the confidentiality obligations in this agreement.
- 2.3 Evaluation Licenses: If you obtain an evaluation license for a Licensed Product, you will have the same license rights as described above except that you may use the Licensed Product only for the purpose of evaluating it and deciding whether to purchase a license to use it for production purposes. Also, evaluation copies of Licensed Products are provided “AS IS”. Therefore the warranty and indemnification provisions in this agreement do not apply to evaluation licenses.
- 2.4 End Users: You may designate any of your faculty, staff and matriculated students whose primary work location is in the designated Use Area as End Users.
- 2.5 User Area: You must ensure that your End Users use the Licensed Product only when they are in the designated Use Area, except that any End User who is your staff or student, whose primary work location is in the designated Use Area, and whose primary residence is within 50 miles of the designated Use Area, may access the Licensed Product from his primary residence through a secure network that requires a secure ID card or other more protective security safeguards.
- 2.6 Notice to End Users: Prior to any End User using the Licensed Product, you will educate End Users regarding the conditions and restrictions on the use of the Licensed Product set forth in this Agreement. On an ongoing basis, you will use its best efforts to monitor End User's usage to ensure compliance with the terms of this Agreement.
- 2.7 Key Servers; Hardware Relocation: You may not permanently relocate a Key Server outside of the designated Use Area without obtaining written approval from Synopsys. If a Key Server becomes inoperative due to malfunction, repair, or maintenance, you may request Synopsys's permission to set up and temporarily use a single back-up Key Server on another computer in the same Use Area until the original Key Server returns to service.
- 2.8 Conditions: Your right to use the Licensed Product is conditioned upon your timely payment of the full amount of Fees due for the Licensed Product and your compliance with the terms of this agreement, including the following restrictions. When the License Term expires, your license rights also expire and you may no longer use the Licensed Product.
- 2.9 Restrictions: You may not (and may not allow anyone else to):
- (a) copy or use any Licensed Product (or Documentation) in any manner that is not expressly allowed by the license rights stated above;
  - (b) decompile, reverse engineer, or otherwise attempt to derive the source code for any Licensed Product or any underlying algorithms, user interface techniques, or other ideas embodied in a Licensed Product;
  - (c) tamper with, or attempt to circumvent or disable, any License Key (this includes, for example, resetting the CPU time in order to extend the License Term, or using a false host ID number or additional virtualised copy(ies) of the host ID number to enable unauthorised copies of a License Key);
  - (d) distribute any copy of a Licensed Product (or Documentation) except as expressly allowed by the license rights stated above, or allow anyone other than your End Users to have access to or use (such as in a timesharing, service bureau, or application service provider model) any Licensed Product;
  - (e) use the Licensed Product for commercial purposes;
  - (f) use the Licensed Product for the commercial benefit of third parties or allow third parties to access or use the Licensed Product;

- (g) use a Licensed Product or its output to create, modify, or simulate Designs for third parties or to develop or enhance any product that competes with a Synopsys product;
- (h) modify or create a derivative work of any part of a Licensed Product or Documentation;
- (i) disclose the results of any benchmarking of a Licensed Product (whether or not the results were obtained with assistance from Synopsys) to any third party; or
- (j) use a Licensed Product in the development of any product if the failure or malfunction of that product could reasonably be expected to result in personal injury, death or catastrophic loss.

If the License Key limits the number of End Users who may use a Licensed Product simultaneously or the number of simultaneous Clients, you must ensure that this limit is not exceeded, by platform virtualisation or any other means.

For the avoidance of doubt use of the Licensed Software for commercial purposes includes, but is not limited to, research which is aimed at the development or enhancement of any product that competes with a Synopsys product by parties including, but not limited to, Synopsys Competitors and start-up companies incubated by you.

- 2.10 Copies: If you make backup or archival copies of a Licensed Product or Documentation, you must reproduce all copyright, trademark, and other notices that appear on the original copy.
- 2.11 Transfers and Assignments: You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from Synopsys. If you attempt to transfer or assign any of your license rights without Synopsys's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement). For purposes of this Section 2.10, a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either (i) your or a Parent Entity's assets or (ii) the stock or other equity interests entitled to vote for your or a Parent Entity's directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you or a Parent Entity and one or more third parties where your or a Parent Entity's stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing authority of the surviving entity.
- 2.12 Status/Activities Report: At Synopsys' request you shall provide Synopsys with status/activities reports every year, no later than thirty (30) days after Synopsys' request. Such report shall: (i) describe your use of the Licensed Product for the present term; (ii) describe your expected use of the Licensed Product for the following term; and (iii) certify that you have not used the Licensed Product for any commercial purposes.
- 2.13 Open Source: The Licensed Product may be delivered with software that is subject to open source licensing terms ("Open Source Software") which are available at <http://www.synopsys.com/> or the site specified in the Documentation. If the Open Source Software license also requires source code to be made available, Licensee may reference <http://www.synopsys.com/> or the Documentation for information on how to obtain such source code. Licensee agrees that all Open Source Software shall be and shall remain subject to the terms and conditions under which it is provided. The Open Source Software is provided "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND SYNOPSYS FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OPEN SOURCE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SYNOPSYS NOR THE LICENSORS OF OPEN SOURCE SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Copyrights to the Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

### **3 ORDER AND DELIVERY**

- 3.1 Ordering Synopsys Products: In order to obtain products from Synopsys, you must first submit a purchase order to RAL. Your order must indicate the Licensed Product it wishes to license (including, in the case of Licensed Products, the type of license, the quantity, the License Terms, the location(s) of your facility (ies) where the Licensed Products may be used, and any other information Synopsys would need to generate a License Key). All purchase orders are subject to acceptance by Synopsys, in its sole discretion. Synopsys may accept your order by sending you written or electronic notice of acceptance or simply by fulfilling your order. Your receipt and use of all Licensed Product and Documentation shall be governed by the terms and conditions of this Agreement. Nothing contained in any purchase order, purchase order acknowledgement, or invoice shall in any way modify such terms or add any additional terms or conditions; provided, however, that such standard variable terms as price, quantity, delivery date, shipping instructions and the like, as well as tax exempt status, if applicable, shall be specified on each purchase order or acknowledgement. Your purchase order will include the license fees and payment terms as set forth in the applicable RAL quotation.
- 3.2 Delivery: Upon the acceptance of an order by Synopsys and the satisfaction of all Synopsys prerequisites prior to delivery, RAL shall deliver to you, at RAL's expense, the Licensed Product along with corresponding License Key and Documentation.
- 3.3 License Key System: Synopsys employs a License key system to enable use of the Licensed Product in the Use Area. Synopsys will deliver the License Key to you directly or through RAL after Synopsys receives from you of all information required to generate the License Key.

### **4 FEES AND PAYMENT**

- 4.1 Fees: The Fees, if any, for the products and services you may purchase under this agreement will be identified at <http://www.europractice.stfc.ac.uk>.
- 4.2 Payments: The Fees will be due within thirty days of signing this Agreement to RAL. No licence will be granted until the licence fee has been received by RAL. Subsequential licence fees which are mandatory for every year of continued use, including the maintenance fees, will be invoiced by RAL and shall be paid within thirty days.
- 4.3 Taxes: You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than Synopsys's income taxes, that are imposed on or result from your purchase, license, or use of Synopsys products and services. If Synopsys is required by law to collect and remit any such taxes, Synopsys may invoice you through RAL for such taxes and you agree to pay the invoiced amount to Synopsys through RAL. If you are required by the respective jurisdiction where the Licensed Products are used, or where services are provided, to withhold taxes from payments to RAL, you may withhold from the total amount due to Synopsys the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide Synopsys with an official receipt for the payment within 60 days of your payment.

### **5 SERVICES**

- 5.1 Maintenance Services: Maintenance Services consist of the following:
- a) RAL Support: Each party agrees that any and all training and support services, if any, required by you, shall be provided to you by RAL, and that Synopsys shall have no training or support obligations directly to you, except for those set forth in section 5.2 below. As a condition of any support to be provided by RAL, it shall be your responsibility to: (a) provide RAL with access to and use of all information and system facilities deemed reasonably necessary by RAL or Synopsys, including such information necessary to enable RAL and/or Synopsys to reproduce the environment in which an Error occurred, in order to provide timely support. The Site Manager shall be responsible for notifying RAL of Errors and to implement any corrective measures as directed by RAL.
  - b) Software Updates: Synopsys will use commercially reasonable efforts to provide error corrections to the Licensed Products, as well as minor improvements to the Licensed Products, as such corrections and improvements become generally available. Any other upgrades or enhancements to the Licensed

Products are not made available by Synopsys as part of Maintenance Services and may be subject to additional charges.

- 5.2 Access to Technical Information: Synopsys shall provide you with access to SolvNET and online Documentation subject to system availability. Such access only allows the End User to access technical information for the Licensed Product that is available on-line through SolvNET. Such access does not entitle the End User to receive any other form of technical support from the Synopsys support center.

## **6 CONFIDENTIALITY**

- 6.1 Confidentiality Obligations: Each party (you and Synopsys) agrees to abide by the following confidentiality obligations with respect to the other party's Confidential Information:
- (a) do not disclose it to any third party unless (a) the other party has given its specific and express prior written approval, (b) the disclosure is expressly allowed under this agreement, or (c) the disclosure is necessary to comply with a valid court order or subpoena;
  - (b) do not use it for any reason other than to exercise its rights and perform its obligation under this agreement; and
  - (c) protect it from unauthorised dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to staff, students and contractors on a "need to know" basis, and ensuring that they are subject to binding confidentiality obligations no less protective than this Section 6.1).

Any documents which (1) are authored in whole, or in part, by you or your agents; (2) reference any Licensed Products; and (3) are submitted to a third party, shall be submitted to Synopsys at least thirty (30) days prior to its submission to such third party. You shall include a description of the document, including but not limited to the purpose. Such documents shall be mailed to: Synopsys International Limited, Block 1 Blanchardstown Corporate Park, Blanchardstown, Dublin 15, Ireland. Upon review, Synopsys may request that you modify or do not make such submissions, and you will comply with such requests. For the avoidance of doubt, this does not permit the disclosure of Confidential Information without Synopsys' express written consent.

- 6.2 Mandatory Disclosures: If you believe you must disclose Synopsys's Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify Synopsys and cooperate with Synopsys if Synopsys chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. Synopsys will do the same if it believes it must disclose your Confidential Information in these circumstances.
- 6.3 Additional Obligations: In addition to your general obligations of confidentiality regarding the Licensed Products and Documentation, you must monitor each End User's use of the Licensed Products to ensure that the End User abides by the terms of this Agreement.

## **7 TERM AND TERMINATION OF LICENSE**

- 7.1 License Term: The initial term of this agreement and the license granted herein shall commence on the Effective Date and continue in full force and effect for a period of one (1) year unless earlier terminated pursuant to Section 7.2 below. This Agreement shall automatically renew for successive one (1) year renewal terms provided that you have: (i) paid in full all applicable license fees as quoted by RAL and (ii) complied with all other terms and conditions contained herein. Either party may terminate this Agreement by providing the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the then current term and at the same time providing such notice to RAL.
- 7.2 Rights to Terminate: Each party has the right to terminate this agreement, by giving written notice of termination to the other party, if (a) the other party breaches this agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after receiving written notice of the breach from the non-breaching party. A substantial deviation of a Licensed Product from the specifications in the corresponding Documentation will not be considered a breach of this agreement that allows you to terminate the agreement. Synopsys may also terminate your

license for a Licensed Product hereunder, upon notice, if that Licensed Product is, or Synopsys believes is likely to become, the subject of a claim of intellectual property rights infringement.

7.3 **Consequences of Termination:** Upon termination,

- (a) you must (i) immediately cease all use of the Licensed Products, Documentation and Design Techniques, (ii) promptly return to Synopsys or destroy all copies of the Licensed Products and Documentation in your possession or control, and (iii) certify in writing to Synopsys that you have complied with clauses (i) and (ii), except, however, that your license to Implementation IP incorporated into Designs prior to termination shall continue according to its terms;
- (b) you will remain obligated to pay any amounts you owe to Synopsys at that time and
- (c) the provisions of sections 4 (if applicable), 6, 7.3, 8.4 and 10 will remain in effect.

**8 LIMITED WARRANTY**

8.1 **Warranty:** For a period of 90 days from when Synopsys delivers a Licensed Product to you (the “warranty period”), Synopsys warrants that the Licensed Product will have no Errors when used on the correct platform and according to the instructions in the corresponding Documentation. This warranty will be void if you, or anyone else other than Synopsys, modifies or attempts to modify the Licensed Products

8.2 **Warranty Claims:** To claim a breach of this warranty, you must, during the warranty period, notify RAL in writing of the Error or Errors that you have encountered and provide RAL with all the information you have, in written or electronic form, about those Errors, so that RAL and/or Synopsys can attempt to reproduce, diagnose, and correct the Errors.

8.3 **Exclusive Remedy:** Your exclusive remedy for any breach of this warranty is that Synopsys will use commercially reasonable efforts to (at Synopsys’s option) correct the Errors you have reported or provide a replacement product that does not contain these Errors, or if Synopsys is unable to provide a correction or a replacement or determines that it will not be feasible to do so, Synopsys will refund the Fees you paid for that Licensed Product.

8.4 **Synopsys Disclaimer:** THIS IS THE ONLY WARRANTY SYNOPSIS PROVIDES FOR THE LICENSED PRODUCTS. EXCEPT FOR THIS WARRANTY, ALL LICENSED PRODUCTS, DOCUMENTATION, AND DESIGN TECHNIQUES ARE PROVIDED “AS IS”. SYNOPSIS DISCLAIMS ALL OTHER WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OFF DEALING OR USAGE OF TRADE.

8.5 **RAL Disclaimer:** DUE TO THE ESPECIAL CIRCUMSTANCES OF THE EURO PRACTICE ACTION AS A WHOLE, RAL DOES NOT MAKE ANY EXPRESS, IMPLIED OR STATUTORY WARRANTEES WHATSOEVER.

**9 INFRINGEMENT CLAIMS**

9.1 **Indemnity:** Synopsys will, at its own expense, defend (or at its option, settle) any claim asserted against you by a third party that any Licensed Product you obtained from Synopsys under this agreement infringes any U. S. patent, copyright, trademark or trade secret .Synopsys will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final judgment or agreed upon by Synopsys in a settlement.

9.2 **Conditions:** Synopsys’s obligations to defend and indemnify you with respect to a particular claim are subject to the following conditions:

- (a) you must promptly give Synopsys written notice of the claim;
- (b) you must give Synopsys sole control and authority over the defense and settlement of the claim; and

- (c) you must provide Synopsys with all information you have regarding the claim and cooperate with Synopsys when Synopsys defends or attempts to settle the claim.
- 9.3 **Pro-Active Steps:** If any Licensed Product is, or Synopsys believes is likely to become, the subject of a claim for which Synopsys would be obligated to defend and indemnify you, then Synopsys may, at its option, do any of the following:
- (a) obtain for you (at no cost to you) the right for you to continue using the Licensed Product as permitted by this agreement;
  - (b) replace or modify the Licensed Product to avoid the infringement problem, as long as there is no material loss of functionality; or
  - (c) if Synopsys reasonably concludes that it will not be feasible to do either of the above, terminate your license for the Licensed Product and give you a prorated refund (based on how much of the License Term has elapsed) of the Fees you paid for that license.
- 9.4 **Exclusions:** Synopsys will have no obligation to defend or indemnify you (notwithstanding the first paragraph of this section) with respect to any claim that is based on or attributable to any of the following:
- (a) any modification made to the Licensed Product by anyone other than Synopsys;
  - (b) the combination or use of the Licensed Product with other products, processes or materials not supplied by Synopsys or specified in the Documentation as being necessary to use the Licensed Product;
  - (c) your continued engagement in infringing activities after you were notified of the infringement or after Synopsys informed you of a modification or workaround that would have avoided the infringement; and
  - (d) your use of the Licensed Product in a manner not permitted by this agreement
- 9.5 **No Other Obligations:** Except as expressly stated in this section 9, Synopsys has no obligation or liability to you for any actual or alleged infringement related to the Licensed Products, Documentation, or Design Techniques.

## **10 OTHER TERMS**

- 10.1 **Ownership of IP Rights:** Synopsys and its licensors own all Intellectual Property Rights in the Licensed Products, Documentation, and Design Techniques. Your only rights in the Licensed Products, Documentation, and Design Techniques are the rights expressly granted in this agreement; all other rights are reserved by Synopsys. Synopsys's licensors are third-party beneficiaries of, and thus may enforce against you, the license restrictions and confidentiality obligations in this agreement with respect to their intellectual property and proprietary information. You will own all Intellectual Property Rights in the Designs you create using the Licensed Products, Documentation, and Design Techniques, subject to Synopsys's (and its licensors') ownership of the Intellectual Property Rights in the Licensed Products, Documentation, and Design Techniques. Synopsys may freely use and disseminate any Feedback you provide. You agree not to claim that Synopsys owes you any compensation for its use or dissemination of such Feedback.
- 10.2 **Audit and Compliance:** Synopsys may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) your use of the Licensed Products and Documentation to verify your compliance with this agreement. You agree to give Synopsys (or the auditing firm) reasonable access to your facilities and records for purposes of conducting these audits. Synopsys will give you at least five days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless Synopsys has a good-faith basis for believing that more frequent audits are warranted. Synopsys will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that you have failed to comply with this agreement in a material way, in which case you agree to reimburse Synopsys for these costs.



- 10.3 **Limitation of Liability:** For each product or service you license or purchase from Synopsys through RAL under this agreement, Synopsys's total, cumulative liability to you, including under section 9, is limited to the greater of (i) USD \$1,000 or (ii) the amount of Fees you paid for that product or service (regardless of the nature of the liability or the nature or number of claims giving rise to the liability). Synopsys will not, under any circumstances or any theory of liability, be liable to you for any lost profits, loss of data, or consequential, incidental, or special damages arising from this agreement or the products and services provided to you through RAL under this agreement..
- 10.4 **Export Controls:** You agree that the goods, software, and technology subject to this agreement are subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regulations of the U.S. Department of Treasury, Office of Foreign Asset Controls and that you will comply with these laws and regulations. Without limiting the foregoing, you will not, without a U.S. Bureau of Industry and Security license or license exception, (i) export, re-export, or transfer any technology, software or source code subject to this agreement, either directly or indirectly, to any national of any country identified in Country Groups D:1 or E:2 as defined in the EARs, or (ii) export to any country identified in Country Groups D:1 or E:2 the direct product of the technology, software or source code, if such foreign produced product is subject to the national security controls as identified on the Commerce Control List ("CCL"). In addition, goods, software and any technology subject to this agreement may not be exported, reexported, or transferred to (a) any person or entity listed on the "Entity List", "Denied Persons List" or the list of "Specifically Designated Nationals and Blocked Persons" as such lists are maintained by the U.S. Government, or (b) an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons. You further agree that you will not do any of the foregoing in breach of any restriction, law, or regulation of the European Union or an individual Member states of the European Union that imposes on an exporter a burden equivalent to or greater than that imposed by the U.S. Bureau of Industry and Security.
- 10.5 **Governing Law; Jurisdiction:** This agreement is governed by the laws of England, without regard to conflicts of laws principles. The courts located in England have exclusive jurisdiction over any disputes arising from or relating to this agreement and each party consents to such jurisdiction and venue
- 10.6 **Notices:** Any notice, approval, consent or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class, registered or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused. A copy of any communication sent to Synopsys must also be sent to the attention of Regional General Counsel.
- 10.7 **Waivers:** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.
- 10.8 **Independent Contractors:** The relationship of RAL, Synopsys and you established by this agreement are independent contractors. Neither party is the agent or partner of the other party, or has any power or authority to act on behalf of the other party.
- 10.9 **Severability:** If any provision in this agreement is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible..
- 10.10 **Attorneys' Fees:** The prevailing party in any action to enforce this agreement will be entitled to recover costs and expenses including reasonable attorneys' fees.
- 10.11 **Remedies:** Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone may (or, with respect to breaches of confidentiality or license restrictions, would) not be an adequate

remedy, and therefore Synopsys will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

- 10.12 Force Majeure: Each party will be excused from performance of its obligations under this agreement, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.
- 10.13 Construction: Section headings in this agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this agreement.
- 10.14 Counterparts: This agreement may be signed in multiple counterparts, each of which will be deemed an original and which together will constitute one instrument.
- 10.15 Government Users: If you are a branch or agency of the United States Government, or are acquiring any Licensed Product on behalf of any branch or agency of the United States Government, then the following provision applies. The Licensed Products and Documentation are comprised of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.
- 10.16 English as Official Language: The parties agree that the official version of this agreement is the English version and that such English version shall be the sole basis for interpretation of agreement in the event of any conflict between the English language version and any translated version of this agreement that may be prepared.
- 10.17 Entire Agreement: This agreement and any applicable attachments and supplements, are the entire agreement between the parties concerning its subject matter and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or nondisclosure agreements that Synopsys previously entered into with you will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.
- 10.18 Amendments: This agreement may be amended only by means of a written instrument signed by authorised representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to Synopsys will be binding on Synopsys or have any legal effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

**LICENSEE:**

**SYNOPSYS INTERNATIONAL LIMITED**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Glossary of Definitions – Europractice Academic End User License Agreement**

**Client** means an instance of a Licensed Product running on a computer. This means, for example, that two Clients can be either two instances of a Licensed Product running on the same computer or one instance of a Licensed Product running on each of two computers.

**Confidential Information** of Synopsys means (a) the Licensed Products (in any form), the Documentation, the License Keys, and SolvNet; (b) Design Techniques and all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Licensed Products, Documentation, License Keys, or SolvNet; (c) the prices, discounts, payment terms, and other information in the Purchasing Agreements; (d) Synopsys Training Services materials including without limitation presentations, demonstrations, software and course handouts, and (e) any other confidential or proprietary information that Synopsys provides to you in connection with this agreement. Your **Confidential Information** is any confidential or proprietary information in (i) written form that you provide to Synopsys in order for Synopsys to fulfill your orders and provide products and services to you under this agreement, and (ii) oral form that you provide to Synopsys in order to receive Maintenance Services; as long as you notify Synopsys at the time of disclosure that such information is to be treated as confidential under this agreement. However, Feedback is not your Confidential Information. Also, **Confidential Information** does not include any of the following:

- (a) information that has become generally available to the public, through no fault of yours (in the case of Synopsys Confidential Information) or Synopsys (in the case of your Confidential Information) and that is not still regarded as a trade secret under laws governing information that was negligently or maliciously distributed;
- (b) information that the receiving party had already obtained in a tangible form, through lawful means, before obtaining it under this agreement;
- (c) information that the receiving party developed independently, without the use of any materials or information obtained from the other party in connection with this agreement;
- (d) information that the receiving party has lawfully obtained, in a tangible form, from a third party that had the right to provide it to the receiving party; or
- (e) information that the disclosing party releases for publication in writing.

**Design** means a representation of an electronic circuit or device that you create through the use of one or more Licensed Products. The representation may exist in various formats including, but not limited to, equations, truth tables, schematic diagrams, textual descriptions, hardware description languages, and netlists.

**DesignWare** has the meaning given in section 1 of the Terms and Conditions.

**Design Techniques** means Synopsys-supplied algorithms, data, circuit and logic elements, libraries, rule bases, search strategies, and other technical information used in the process of creating Designs.

**Designated Maintenance Contact(s)** means Licensee's professor or system administrator who are registered with Synopsys, and authorized to contact the Synopsys Support Center.

**DesignWare Fee-Per-Use Core** means an IP core (as this term is understood in the semiconductor industry) for which Synopsys charges an additional fee each time it is used in the design of an integrated circuit.

**Documentation** means any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by Synopsys for use with a Licensed Product.

**End User** means Licensee's faculty, staff and matriculated students who are authorized to access and use a Licensed Product as permitted by this agreement.

**Error** means a defect in a Licensed Product that causes it to deviate substantially from the specifications in the corresponding Documentation.

**Feedback** means any ideas or suggestions you voluntarily provide to Synopsys (in any manner, whether in writing or orally or otherwise) regarding the Licensed Products, Documentation, or Design Techniques, including possible enhancements or improvements.

**Fees** means the amounts you must pay to RAL when you purchase products and services from Synopsys under this agreement, as identified in the current version of the Europractice Academic Software Support Services Document.

**FTP Server** means a Synopsys server that you can access via the Internet in order to download Licensed Products you have ordered.

**Implementation IP** means synthesizable designs (other than Verification IP).

**Integrated Design** means a Design that combines Implementation IP with the Design and does not consist primarily of Implementation IP.

**Intellectual Property Rights** means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.

**Key Server** means the computer with the host I.D. number that is identified in the License Key and which controls access to and enables the use of a Licensed Product.

**License Key** means a document (in physical or electronic format) provided by Synopsys that identifies: (i) the Licensed Product, including version number, licensed to you; (ii) the Key Server; (iii) the number of permitted Clients; and (iv) the codes that initialize use of the Key Server.

**License Term** means the period of time during which you may use a Licensed Product under a particular license.

**Licensed Products** has the meaning given in section 1 of the Terms and Conditions.

**Licensed Software** has the meaning given in section 1 of the Terms and Conditions.

**Maintenance Services** has the meaning given in section 1 of the Terms and Conditions.

**Parent Entity** means a person, company or other entity that owns, directly or indirectly, fifty percent (50%) or more of your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority.

**Quote** means the applicable Synopsys sales quotation document issued to Licensee.

**SolvNet** means Synopsys's suite of online support services accessible via the Internet.

**Synopsys Competitor** means any corporation or other legal entity in the business of developing and/or marketing (including making generally commercially available to end user customers) one or more electronic design automation software products or intellectual property cores or related services.

**TSL** means a time-based technology subscription license of a Licensed Product. A TSL lasts for a specific period of time (the License Term) from when the license is delivered and includes Maintenance Services for the Licensed Product in question.

**Use Area** for a Licensed Product means a single geographical site that you own or occupy as your place of business, which may consist of one or more buildings located within 5 miles of one another, and in which the Key Servers, Clients, and End Users for that Licensed Product are all located, except as modified by the right to allow End Users to telecommute

**Verification IP** means test benches (including software models, test suites, and monitors) that simulate, test, and verify the functionality of certain electronic circuits or devices.

**You** (and variations thereof) means the entity that signs this agreement as the customer.