

## IP BLOCK LICENSE AND DEVELOPMENT AGREEMENT

This **IP BLOCK LICENSE AND DEVELOPMENT AGREEMENT** (the "**Agreement**") is made and entered into as of August 11, 2011, or if no date is specified, the last date signed below ("**Effective Date**") by and between Intel Corporation, a Delaware corporation, having its principal place of business at 2200 Mission College Boulevard, Santa Clara, California 95052, USA ("**Intel**" or "**Licensee**"), and Synopsys, Inc., a California corporation, having its principal place of business at 700 East Middlefield Road, Mountain View, California 94043 ("**Synopsys**"). Intel and Synopsys are sometimes referred to herein as a "**party**" or the "**parties**".

### RECITALS

WHEREAS, Intel is in the business of designing and manufacturing semiconductor devices, and Synopsys is in the business of designing and licensing IP blocks for use in semiconductor devices;

WHEREAS, Intel desires to license Synopsys's DesignWare Fee-Per-Use Licensed IP Blocks for use in products manufactured by or for Intel, and Synopsys desires to license its DesignWare Fee-Per-Use Licensed IP Blocks to Intel for use in integrated circuit products manufactured by or for Intel.

NOW, THEREFORE, in consideration of the covenants set forth herein, Intel and Synopsys hereby agree as follows:

### 1. **DEFINITIONS**

1.1 "**Affiliate**" shall mean a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a party hereto (with "control" meaning beneficial ownership of at least fifty percent (50%) of the voting power of the person or entity entitled to vote in the election of directors or, in the case of an entity that is not a corporation, the election of the corresponding managing authority), but such person or entity shall be deemed to be an Affiliate only so long as such ownership or control exists.

1.2 "**Business Day**" shall mean a weekday, excluding United States holidays.

1.3 "**Synopsys Licensed Patents**" means those Patents that, but for this Agreement would be infringed by a Licensed Product, solely due to the inclusion of the Licensed IP Block, and are owned or controlled by the Synopsys and its Affiliates or to which such entities have the right to grant licenses.

1.4 "**Competitor**" means any entity that develops, markets, or licenses to other entities electronic design automation software products or intellectual property cores. As of the Agreement Effective Date, "Competitors" includes those entities listed on Exhibit A attached hereto, which list may be updated from time-to-time upon notice by Synopsys.

1.5 "**Confidential Information**" means (i) the Licensed IP Blocks and Licensed Tools, in object and source code form, and any related technology, idea, algorithm or information contained therein, including without limitation Documentation and any trade secrets related to any of the foregoing, and (ii) the terms and conditions of this Agreement; provided, however that Confidential Information does not include information that (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of Intel; (b) is known and has been reduced to tangible form by Intel at the time of disclosure and is not subject to restriction; (c) is independently developed by Licensee without use of Synopsys' Confidential Information; (d) is lawfully obtained by Intel from a third party who has the right to make such disclosure; or (e) is released for publication by Synopsys in writing.

1.6 "**Contractor**" means a third-party entity engaged by Intel and providing design services on site at an Intel facility, directly related to Licensed Products, and which third-party entity is not a Competitor of Synopsys; provided that Intel shall be liable for any breach of Synopsys Confidential Information by such third-party entity.

1.7 "**Copyrights**" means copyrights and mask work rights (whether or not registered), registrations and applications therefor.

1.8 "**IP Block Support**" has the meaning as defined in Exhibit A.

1.9 **"Documentation"** means any user manuals, reference manuals and release notes, and any other materials that may be provided by Synopsys for use with the Licensed IP Blocks. Documentation does not include written documentation provided by Intel as part of the Intel Background Materials.

1.10 **"Error(s)"** means any deviation(s) in a Licensed Technology from any of the requirements of the Documentation or Specifications or other defects which prevent it from performing in accordance with the Documentation or Specifications.

1.11 **"Force Majeure"** means acts of God, acts of public enemies or terrorists, wars, other military conflicts, blockades, insurrections, riots, industry-wide strikes, epidemics, quarantine restrictions, unavoidable natural catastrophes, civil disturbances or restraints by or actions of any governmental body (including export or security restrictions on information, material, personnel, equipment or otherwise).

1.12 **"Hard IP Block"** means a Licensed IP Block that is delivered in a format that is non-synthesizable and suitable for implementation using a specific manufacturing process.

1.13 **"Initial Licensed Products"** means the Licensed Product that includes or contains the initial implementation of a Licensed IP Block licensed hereunder. (Note: to the extent the word "use" has been or is used in the future by the Parties, it shall be deemed to mean Initial Licensed Product as defined herein).

1.14 **"Intellectual Property Rights"** or **"IPR"** means any and all intangible property rights, including, without limitation, patents, copyrights, authors' rights, mask work rights, know-how, show-how and trade secret rights, irrespective of whether such rights arise under U.S. or international intellectual property, unfair competition or trade secret laws, but excluding all trademarks, trade names, or other forms of corporate or product identification.

1.15 **"Licensed IP Block"** means the DesignWare Fee-Per-Use core licensed under this Agreement including Modifications and copies in any format, and, as applicable, but without limitation, register transfer logic (RTL), LEF file, verilog, netlist, synthesis model (Synopsys .db, .lib files) and specifications for each Licensed IP block, graphic data system II (GDSII) files and Documentation. (Note: to the extent the word "Core" has been or is used in the future by the Parties, it shall be deemed to mean Licensed IP Block, as defined herein).

1.16 **"Licensed Product"** means an integrated circuit, including without limitation, a microprocessor manufactured by or for Intel, a chipset manufactured by or for Intel, and any other product manufactured by or for Intel that includes or contains a Licensed IP Block.

1.17 **"Licensed Technology"** means the Licensed IP Block, the Licensed Tools and the Documentation, together with any Error fixes or bug fixes, provided to Intel from time to time.

1.18 **"Licensed Tools"** means (for the purposes of this Agreement) software and/or hardware tools that may accompany Licensed IP Blocks, including as applicable, but without limitation tools for designing, compiling, synthesizing or otherwise using the Licensed IP Blocks and/or manufacturing Licensed Products, as well as verification environments.

1.19 **"Modification"** means a bug fix, modification, enhancement, or revision of any aspect of the Licensed IP Blocks.

1.20 **"Open Source Material"** means any software that is distributed pursuant to a license that (i) requires the licensee to distribute or provide access to the source code of such software or any portion thereof, (ii) requires the licensee to distribute the software or any portion thereof for free or at some reduced price, or (iii) requires that other software or any portion thereof combined with, linked to, or based upon such software ("Combined Software") be licensed pursuant to the same license or requires the distribution of all or any portion of such Combined Software for free or at some reduced price or otherwise adversely affects Intel's exclusive ownership of such Combined Software. The term "Public Software" includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to the following: (i) the GNU General Public License (GPL), (ii) Lesser/Library GPL (LGPL), or (iii) the Mozilla Public License (MPL).

1.21 **"Patent"** shall mean all classes or types of patents other than design patents (including, without limitation, originals, divisions, continuations, continuations-in-part, extensions or reissues), and applications for these classes or types of patents throughout the world (any or all of which shall be referred to in this Agreement as **"Patent Rights"**).

1.22 "**Purchase Letter**" means a letter or other written purchase instrument issued by Intel to Synopsys as mutually agreed upon and signed by the parties, which document shall specifically reference and be governed by this Agreement, provided that the terms of this Agreement shall supersede any conflicting terms and conditions which may be set forth in such Purchase Letter.

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

1.24 "**Source Materials**" means source code (including without limitation, RTL, LEF file, verilog, netlist, synthesis model (Synopsys .db, .lib files) and specifications for an IP block), test suite and algorithm description of the subject program or IP block, together with all programming manuals and associated documentation.

1.25 "**Specifications**" means the functionality and performance specifications for the Licensed Technology, as amended from time to time.

1.26 "**Subsequent Licensed Product**" means (subject to the exclusions set forth below) any Licensed Product (other than an Initial Licensed Product) of Intel that contains an implementation of a Licensed IP Block that was contained or included in an Initial Licensed Product and for which Intel has a paid-up license. The Parties shall track each Subsequent License Product (i.e., reuse of the Licensed IP Blocks subject to the exclusions below) via a spreadsheet or other mechanism which shall be included in any Purchase Letter issued hereunder. Note: to the extent the word "reuse" has been or is used in the future by the Parties, it shall be deemed to mean Subsequent Licensed Product as defined herein). The following modifications and/or additions to an earlier Licensed Product shall be deemed non-material and shall not constitute a Subsequent Licensed Product:

- 1.26.1 bug fixes or error corrections to Licensed Product made by or on behalf of Intel or Synopsys;
- 1.26.2 modifications made to Licensed Product directly resulting from a Synopsys modification, correction or update to a Licensed Technology necessary to fix bugs or errors in the Licensed Technology;
- 1.26.3 process shrinks and manufacturing process variations;
- 1.26.4 packaging variations of manufactured die using a singular mask set, including without limitation, multiple dies in single packaging;
- 1.26.5 a change of product name, product branding, product SKU and/or product model number;
- 1.26.6 changes to standards-based technology because of a change in the relevant standard that does not result in a new Synopsys product number (provided that non-material changes to the specification would not result in a new product number);
- 1.26.7 disabling (including depowering or disconnecting a Licensed IP Block);
- 1.26.8 removing material functionality from a Licensed Product; and
- 1.26.9 replacing an existing IP block in a Licensed Product with substantially the same functionality provided that the inserted IP block is not a Licensed IP Block (e.g., replacing an IP block from one vendor with a functionally equivalent IP block from Intel or a vendor other than Synopsys, even though the IP block may have differences at the interface level);

1.27 "**Services Agreement**". The terms and conditions between the Parties with respect to services, whether customization of the IP Cores, support services (to the extent such services are not addressed in other exhibits hereto) and work performed on an NRE (non-recurring expenses basis) are set forth in a separate agreement between the parties.

1.28 "**Trade Secrets**" means confidential know how, inventions, discoveries, concepts, ideas, methods, processes, designs, formulas, technical data, source code, drawings, specifications (including logic specifications), data bases, data sheets, customer lists, customer data and other confidential information that constitute trade secrets under applicable law, in each case excluding any rights in respect of any of the foregoing that comprise Copyrights, mask work rights or Patents.

## 2. **DELIVERY**

2.1 **Purchase Letter.** In order to obtain Licensed Technology from Synopsys, Intel must first submit a Purchase Letter to Synopsys. Each Purchase Letter shall reference this Agreement, identify the Intel Product, the Licensed Technology that Intel wishes to license, whether it is an Initial Licensed Product or a Subsequent Licensed Product, and all associated fees (or royalties if applicable). Intel's receipt and use of all Licensed Technology shall be governed by: (i) the terms and conditions of this Agreement; and (ii) any attachments or exhibits or other amendments which are executed by both parties. Nothing contained in any Purchase Letter or invoice shall in any way modify this Agreement and shall not otherwise 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 in each Purchase Letter. Intel's Purchase Letter will

include the license fees and payment terms as set forth in the quote, if any. Intel agrees to pay Synopsys the license fees, plus applicable taxes as set forth below, in accordance with the payment terms specified in the quote and/or invoice, in addition to any applicable royalties.

2.2 **Delivery.** Upon the acceptance of an order by Synopsys and the satisfaction of all Synopsys prerequisites prior to delivery, Synopsys shall deliver to Intel, at Synopsys's expense, the Licensed Technology and/or Documentation, as appropriate, as set forth herein. In all instances, delivery shall be made F.O.B. Origin.

2.3 **Delivery by EST.** EST where available, is Synopsys's default method of delivery of the Licensed Technology. If Intel does not wish to receive the Licensed IP Blocks via EST, then Intel must note this preference on Intel's Purchase Letter. However, if Intel was receiving a tax advantage based on EST delivery, and Intel does not receive the same tax advantage when the Licensed Technology are delivered in tangible media, then Intel shall be responsible for payment of all taxes associated with the receipt of the Licensed Technology in tangible form. Intel shall provide all information and documents reasonably requested by Synopsys for each Intel location in order to effect delivery by EST. Upon the acceptance of an EST order by Synopsys, and the satisfaction of all Synopsys prerequisites prior to delivery, the Licensed Technology will be made available to Intel on the FTP Server and, as applicable, the license key will be made available to Intel on SolvNet. Synopsys shall electronically notify Intel's central licensing team (at [icg\\_central\\_licensing@intel.com](mailto:icg_central_licensing@intel.com)), Intel's IP management group (at [eip\\_support@intel.com](mailto:eip_support@intel.com)) and Intel's accounts payable department, as identified by Intel, that Intel's order has been fulfilled and that the license keys are available. Intel agrees that upon availability of the Licensed Technology and/or Documentation on the FTP Server and availability of the license key through SolvNet, Synopsys will have fulfilled its obligation to deliver the Licensed Technology and/or Documentation to Intel and applicable payment, if any, will be due and payable in accordance with Section 6.1. Intel is responsible for: (i) notifying Synopsys of any change in the EST contact email address(es) and (ii) obtaining access to the Internet and retrieving the fulfilled order from the FTP Server and SolvNet.

2.4 **Performance.** Synopsys, Inc. and its wholly-owned subsidiaries, including but not limited to, Synopsys International Limited, Synopsys International Limited Taiwan Branch, and Synopsys Global Kft, have agreed to respective rights and obligations regarding the distribution of the Licensed Technology and the performance of obligations, provided that Synopsys, Inc. shall be primarily liable for any breach of any obligations hereof. Intel acknowledges that: (i) Synopsys Inc. or any directly or indirectly wholly-owned subsidiary of Synopsys, Inc. including a branch thereof may treat a Purchase Letter addressed to that entity/branch as having been addressed to the appropriate entity/entities and/or branch with distribution rights for the geographic region in which the Licensed Technology will be used; and (ii) delivery shall be completed by the Synopsys entity/branch with distribution rights for the geographic region in which the Licensed Technology will be used.

### 3. OWNERSHIP AND LICENSE GRANT

3.1 **Licenses to Intel.** Synopsys hereby grants to Intel and its Affiliates the following rights and licenses:

3.1.1 **Patents.** A worldwide, perpetual, irrevocable (except in the event of an uncured or incurable material breach by Intel), non-exclusive right and license under Synopsys Licensed Patents to:

3.1.1.1 make, use, sell, offer to sell and import Licensed Products and to have any of the foregoing performed by third parties on behalf of Intel or its Affiliates as permitted under this Agreement;

3.1.1.2 use the Licensed Tools for use with the Licensed Products, and to have any of the foregoing performed by third parties on behalf of Intel or its Affiliates as permitted under this Agreement.

3.1.2 **Copyrights.** A worldwide, perpetual, irrevocable (except in the event of an uncured or incurable material breach by Intel), non-exclusive right and license under Synopsys's Copyrights to:

3.1.2.1 copy, publicly perform, publicly display, distribute, create derivatives of or otherwise exploit any or all of the Licensed IP Block(s) as part of Licensed Products and not on a stand-alone basis, or to make, Licensed Products, and to have any of the foregoing performed by third parties on behalf of Intel or its Affiliates as permitted under this Agreement;

3.1.2.2 copy, create derivatives of and otherwise exploit any or all of the Licensed Tools or Documentation to make, test, emulate, configure or optimize Licensed Products, and to have any of the foregoing performed by third parties on behalf of Intel or its Affiliates, subject to confidentiality provisions at least as restrictive as those set forth herein.

3.1.3 **Trade Secrets.** A worldwide, perpetual, irrevocable (except in the event of an uncured or incurable material breach by Intel), non-exclusive right and license under Synopsys's Trade Secrets to:

3.1.3.1 use, disclose, or otherwise exploit any or all of the Licensed Technology only as part of Licensed Products, and not on a stand-alone basis, or to make Licensed Products, and to have any of the foregoing performed by third parties on behalf of Intel or its Affiliates as permitted under this Agreement;

3.1.3.2 use any or all of the Licensed Tools or Documentation to make, test, emulate, configure or optimize Licensed Products, and to have any of the foregoing performed by third parties on behalf of Intel or its Affiliates as permitted under this Agreement, subject to confidentiality provisions at least as restrictive as those set forth herein.

### **3.2 Omitted.**

**3.3 Contractors.** A worldwide, perpetual, irrevocable (except in the event of an uncured or incurable material breach by Intel), non-exclusive right to disclose to Contractors working at an Intel site (i) the Licensed IP Blocks, in netlist or encrypted RTL format only; and (ii) Licensed Tools, and (iii) to sublicense to third parties (except to Competitors of Synopsys as listed in Exhibit A), who are working on Intel's premises only, for the purposes of debugging and verification; provided, however, that any grant to a third party of a sublicense under this Section 3.3 shall be in a written agreement with Intel that is no less restrictive than the restrictions imposed herein a that protects the Licensed IP Blocks and Licensed Tools under confidentiality terms no less protective than those contained in this Agreement. In the event that Intel wishes to disclose (a) to a third party that is not working on Intel's premises or (b) Licensed IP Blocks in a format other than netlist or encrypted RTL or (c) Licensed Tools, any such disclosure is subject to mutual written agreement of Synopsys. Intel shall be liable for the actions and omissions of all persons and entities permitted by Intel to access Licensed IP Blocks, Licensed Tools or other Synopsys Confidential Information, and of the manufacturers of its Licensed Products with respect to any use of the Licensed IP Blocks, Licensed Tools, or any use of Synopsys Confidential Information, that is not authorized by the terms of this Agreement.

**3.4 Modifications.** All Modifications shall remain the property of Synopsys, with the understanding that Licensee is granted a worldwide, nonexclusive, nontransferable, royalty-free, perpetual license to use any such Modification, provided however that (i) Licensee shall have no obligation to disclose to Synopsys such Modifications, and (ii) Synopsys shall have no obligation to support any Modifications made by any party than Synopsys.

**3.5 Related Licenses.** The foregoing license grants include a license under any current and future Intellectual Property Rights owned, licensable and/or sub-licensable by the Synopsys to the extent necessary to exercise any licenses and rights granted to Intel and its Affiliates herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that nothing herein shall in any way limit or alter the effect of patent exhaustion that would otherwise apply when Intel or its Affiliates sells any of its Licensed Products.

**3.6 Sublicense Upon Divestiture.** If Intel or an Affiliate sells, spins-out or otherwise transfers either (a) some or all of the Licensed Products designs or manufacturing resources or (b) substantially all of the assets exclusively related to an Intel or an Affiliate's business unit that develops, manufactures or sells some or all of the Licensed Products (a "Divested Business Unit"), Intel may (without Synopsys's consent) deliver the Licensed Technology to the third-party purchaser of the Licensed Products or the Divested Business Unit, or to the ultimate entity to whom the Licensed Products or Divested Business Unit is spun-out as (in either case, a "Business Unit Acquirer"), and sublicense the rights granted in Section 3 to the Business Unit Acquirer, for the purpose of the Business Unit Acquirer being able to continue to use the Licensed Technology to develop, manufacture, and sell the products that were Licensed Products when they were acquired from Intel or an Affiliate in such sale, spin-out or transfer, as well as new products that evolve from such Licensed Products consistent with the use prior to such sale, spin-out or transfer, subject to the following restrictions: (i) no sublicense is allowed to a Competitor of Synopsys; (ii) terms of any sublicense will be at least as restrictive as the terms set forth in this Agreement and identify Synopsys as a third party beneficiary of the sublicense with the right to receive all reports, and to conduct audits, in respect to the associated Licensed Products; (iii) if Intel has already paid in full the License Fees associated with the Divested Business Unit and the particular Licensed Technology, then no further License Fees will be due for that Licensed Technology. If Intel has not paid the License Fees in full for a particular Licensed Technology, then such License Fees shall be paid prior to Intel being allowed to sublicense the Licensed Technology to be used for the particular Licensed Product; (iv) within a one (1) year period from the effective date of the sublicense, Business Unit Acquirer as sublicensee shall be permitted to purchase up additional licenses in order to allow Business Unit Acquirer to utilize the Licensed Technology to develop further generations of Licensed Products or to generate new instantiations of the Licensed Technology. The License Fees for such additional licenses shall be mutually agreed upon with Synopsys, and Business Unit Acquirer shall pay such fees to Intel, who in turn will pay them to Synopsys. For clarity, the intent of this Section is to enable the sold or

spun-out business to continue to conduct its development for a period of time without disruption, while it negotiates a new license agreement directly with Synopsys; (v) the rights sublicensed to a Business Unit Acquirer pursuant to this Section 3.6 shall terminate one (1) year from the effective date of such sublicense. Synopsys agrees to engage in good faith negotiations with a sublicensee Business Unit Acquirer to license the Licensed Technology to Business Unit Acquirer at prices no higher than the then current list prices so Business Unit Acquirer may obtain licenses necessary to use the Licensed Technology consistent with the use prior to the sale, spin-out or transfer of the Divested Business Unit or Licensed Products; (vi) apart from the foregoing, Business Unit Acquirer shall not utilize the Licensed Technology to develop further generations of the Licensed Products until it has first entered into a new license agreement directly with Synopsys, and paid the respective License Fees, not to exceed Synopsys's then current list prices; (vii) ; (viii) Business Unit Acquirer shall not be entitled to receive any technical support from Synopsys merely because of its status as a sublicensee, but pursuant to a request by Business Unit Acquirer, Synopsys shall make good faith efforts to enter into a technical support agreement directly with Business Unit Acquirer, provided Business Unit Acquirer agrees to pay the associated technical support fees to Synopsys, not to exceed Synopsys's then current list prices; (vii) at all times, the commercial terms of this Agreement, apart from what is needed to be stated in a particular sublicense, shall remain confidential as between Synopsys and Intel; and (viii) The rights under this Section 3.6 to sublicense to a Business Unit Acquirer apply to Intel only and are not transferable to any successor-in-interest or Business Unit Acquirer of Intel or a Divested Business Unit or any other third party.

3.7 **Open Source Release.** Synopsys acknowledges that certain Licensed Products may operate on an open source software platform, and, in such case, Intel and its Affiliates would need to release certain Licensed Technology under the respective open source licenses in conjunction with such Licensed Products (the "Open Source Release"). Intel and its Affiliates may, subject to the terms of the Open Source Materials licensing organization, utilize all Open Source Materials provided by Synopsys to Intel for such Open Source Releases.

3.8 **Synopsys Ownership.** Except as expressly licensed to Intel in this Agreement, Synopsys and/or its licensors own and shall retain all right, title and interest in and to the Licensed Technology, including all Intellectual Property Rights embodied therein, and Licensee shall have no rights with respect thereto other than the rights expressly set forth in this Agreement. Third party proprietary information may have been used in the development of certain Licensed Technology, and any third party licensors of such products may enforce their rights under this Section as third party beneficiaries.

3.9 **No Joint Works.** It is not the intent of the parties for Intel to jointly develop Intellectual Property Rights with Synopsys.

3.10 **Intel License Restrictions.** Intel acknowledges that the scope of the licenses granted hereunder do not permit Intel (and Intel shall not allow any third party) to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of any Licensed IP Blocks not provided in source code or unencrypted RTL form, by any means whatever; (ii) unless otherwise set forth herein: copy, adapt, disclose to third parties, distribute, lease, lend, use for timesharing, service bureau, and/or application service provider purposes the Licensed IP Blocks; (iii) use the Licensed IP Blocks for the benefit of third parties, or allow third parties to use the Licensed IP Blocks (except as expressly permitted hereunder with respect to Contractors and manufacturers); (iv) disclose the results of any benchmarking of the Licensed IP Blocks (whether or not obtained with Synopsys's assistance) to third parties; (v) use the Licensed IP Blocks to develop or enhance any product that competes with the Licensed IP Blocks; or (vi) use an Intel Product in life critical applications or in any other application where failure of an Intel Product can reasonably be expected to result in personal injury.

3.11 **Additional Terms.** With respect to any Licensed IP Blocks that are based on the HDMI specification from HDMI Licensing, LLC. ("HDMI-Based Licensed IP Block Software Product"), Intel may not incorporate into a Licensed Product any such HDMI-Based Licensed IP Block Software Product where the HDMI-based receiver function is either the sole or core function of that Licensed Product (i.e., a standalone HDMI-based receiver product). With respect to device drivers provided in conjunction with certain Licensed IP Blocks, the terms of Exhibit C (Driver Agreement) shall apply. With respect to certain other Licensed IP Blocks that Synopsys makes available to Intel from time to time, Intel may be required, as a condition to the delivery of such Licensed IP Blocks to Intel, to execute additional agreements or supplements in connection with Intel use of such other Licensed IP Blocks.

3.12 **Proprietary Notices.** Licensee must reproduce and include the copyright notice and any other notices that appear on the original copy of the Core Software and Documentation on any copies made thereof by Intel in any media.

3.13 **Hard IP Cores – Additional Terms and Conditions.** If Intel licenses a Hard IP Core, Intel acknowledges that: (i) Intel may be required to obtain appropriate licenses to technology libraries (such as standard cell and I/O libraries) from a supplier of such libraries for the applicable manufacturer, (ii) Hard IP Core manufacturing rights shall be limited to the manufacturer and process node(s) specified in each applicable Purchase Document accepted by Synopsys, (iii) the fees applicable to Initial Licensed Product and Subsequent Licensed Product shall apply; and (iv) notwithstanding anything to the contrary in this Agreement, Intel must receive Synopsys's written authorization prior to making any Modifications to a Hard IP Core.

3.14 **Reservation of Rights.** All rights not expressly granted to Intel hereunder are retained by Synopsys.

#### 4 **FEES, PAYMENT AND TAXES**

##### 4.1 **Fees; Payment Terms.**

4.1.1 **License Fees and Royalties.** Intel will pay Synopsys the license fee, and any applicable royalty, for the Initial Licensed Product and Subsequent Licensed Products on the dates and in the amounts as detailed in an applicable mutually agreed upon Purchase Letter.

4.1.2 **Maintenance or Support Fees.** If Intel elects to purchase maintenance or support services, pursuant to Section 5.4 (Support) after the initial six (6) month period as set forth in Exhibit B, Intel will pay Synopsys the applicable maintenance or support fees as detailed in an applicable mutually agreed upon Purchase Letter.

4.1.3 **No Other Fees.** The parties hereby agree that there shall be no other fees, including fees or royalties from any third party vendor or supplier to Synopsys who provides components embodied in the Licensed Technology, whether direct or indirect, outside of the fees specifically detailed above. Except as otherwise agreed upon by the parties in writing, Synopsys shall not request any fees, payment or royalty from a foundry or entity that produces Licensed Products for Intel or its Affiliates incorporating the Licensed Technology, in relation to such foundry's or entity's use or qualification to use the Licensed Technology for Licensed Products. The foregoing notwithstanding, any new tools, maintenance and support or Subsequent Licensed Products which shall be licensed to Intel will be set forth in an executed Purchase Letter.

4.2 **Payment Method.** Payments by Intel shall be made according to Intel's then-current payment policies, which may include payment via automated clearinghouse (ACH) electronic payment to Synopsys's financial institution pursuant to instructions supplied to Intel.

4.3 **Taxes.** All applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges (excluding any taxes based upon the income of parties) shall be invoiced by Synopsys as required by law. All such taxes shall be stated separately on Synopsys's invoice and shall be remitted by the Synopsys to the appropriate tax authority, unless Intel provides sufficient proof of tax exemption. In the event that Intel is prohibited by law from making payments to the Synopsys unless Intel deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Intel shall duly withhold and remit such taxes and shall pay to the Synopsys the remaining net amount after the taxes have been withheld. Intel shall not reimburse Synopsys for the amount of such taxes withheld. Intel shall provide Synopsys with documentation of such withholding or remittance as required by local law. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in which Synopsys collection and remittance of taxes is required by law, Synopsys shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Synopsys does not collect tax from Intel, and is subsequently audited by any tax authority, liability of Intel will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including but not limited to business and occupation taxes.

4.4 **Reporting and Payment of Royalties.** Should per unit royalties be applicable, Intel will report and pay such royalties as follows: Intel will submit royalty reports to Synopsys, on a form approved by Synopsys, within forty five (45) days following each calendar quarter following the Effective Date. Each royalty report will accurately set forth the number of units of each Licensed Product sold, or otherwise distributed or disposed of by Intel during the applicable quarter. Each such report will be accompanied by payment of amounts due to Synopsys pursuant to said report. Intel's obligations to furnish quarterly royalty reports and to make quarterly royalty payments to Synopsys will continue as long as Intel continues to sell or distribute the applicable Licensed Products with the understanding that royalty reports are required even if Intel reports no such sales or other distributions or disposals of the Licensed Product during the applicable quarter.

**4.5 Licensed Product Discontinuance.** Should Intel discontinue selling or distributing a Licensed Product, Intel shall provide Synopsys with written certification of such discontinuance together with a final royalty report for the applicable Licensed Product.

**4.6 Audit Rights.** Synopsys shall have the right, upon reasonable written notice, during Intel's normal business hours, and not more than once every twelve (12) months, to appoint an independent internationally recognized certified public accountant reasonably acceptable to Intel who agrees to be bound to a confidentiality agreement acceptable to Intel to examine Intel's records for the five (5) year period immediately preceding the date of the audit notice, to verify Intel's reports on the amount of payments made to Synopsys under this Agreement. Notwithstanding the foregoing, if a subsequent audit notice is received less than five (5) years since a previously delivered audit notice, the subsequent audit will be limited to the period between the date of the subsequent audit notice and the last date covered by the preceding audit. Prior to the auditor delivering their report to Synopsys, the auditor will first discuss the findings with Intel and Intel will have an opportunity to reconcile or otherwise clarify the findings to ensure that the report is accurate. The auditor shall be instructed to report only as to whether there is a discrepancy and if so, the amount of such discrepancy. If any such examination discloses a shortfall or overpayment in the fees due to the party, Intel shall reimburse Synopsys for the full amount of such shortfall or overpayment within ninety (90) calendar days following the auditor's final report. Moreover, in the event the amount of shortfall or overpayment exceeds the greater of \$50,000 or ten percent (10%) of the amount due or paid, as the case may be, during the period under review, Intel shall reimburse Synopsys for the reasonable cost and expenses incurred in connection with such audit.

## 5. OTHER TERMS

**5.1 Press Releases and Public Statements.** Except as required by law or for Synopsys to comply with its financial reporting requirements, Synopsys will not issue any press releases or make any public statements of any kind related to the subject matter of this Agreement or otherwise use Intel's name without Intel's prior express written approval, with the specific exception of compliance with laws (including without limitation, SEC filings).

**5.2 No Obligation / Independent Development.** Notwithstanding any other provision of this Agreement, Intel shall have no obligation to market, sell or otherwise distribute any integrated circuit, Licensed Product or device and/or other product based on or containing the Licensed Technology or derivatives thereof, either alone or in any Licensed Product. Nothing in this Agreement will be construed as restricting Intel's or its Affiliates' ability to acquire, license, develop, manufacture or distribute for Intel or its Affiliates, similar technology performing the same or similar functions as the Licensed Technology, or any other technology contemplated by or created pursuant to this Agreement, or to market and distribute such similar technology in addition to, or in lieu of, the technology contemplated by this Agreement, provided that such similar technology does not include nor is derived from any Licensed Technology or other Synopsys Confidential Information.

**5.3 Licensed IP Block Support.** If Intel purchases IP Block Support for any IP Blocks, Synopsys shall provide the IP Block Support described on Exhibit B (IP Block Support) attached hereto. IP Block Support to be provided beyond the initial support period shall be subject to an additional fee and may be purchased pursuant to a Purchase Letter accepted by Synopsys.

## 6. LIMITED WARRANTIES AND PERFORMANCE COVENANT

**6.1 Warranty.** Synopsys warrants the following:

6.1.1 Synopsys warrants for a period of one hundred eighty (180) days from delivery of each Licensed IP Block to Intel that such Licensed IP Block, as delivered, will substantially conform to the applicable specification in the Documentation. In the event of nonconformance of the Licensed IP Blocks to such specification, Intel shall promptly notify Synopsys and provide Synopsys with all available information in written or electronic form so that Synopsys can reproduce the Error. Synopsys' sole obligation is to undertake all reasonably commercial efforts to correct, as soon as possible, the Errors reported to Synopsys in writing or in electronic form during the warranty period. SYNOPSIS' SOLE LIABILITY AND INTEL'S EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THE FOREGOING LIMITED WARRANTY WILL BE LIMITED TO ERROR CORRECTION OR LICENSED IP BLOCK REPLACEMENT, OR IF, IN SYNOPSIS' REASONABLE OPINION, NEITHER IS COMMERCIALY FEASIBLE, REFUND OF THE LICENSE FEES AND/OR ROYALTIES RECEIVED AND/OR SUPPORT FEES BY SYNOPSIS FROM INTEL FOR EACH LICENSED IP BLOCK THAT DOES NOT CONFORM WITH THE WARRANTY AND TERMINATION OF THE LICENSE THEREFOR, SUBJECT TO SECTION 7.3 BELOW.

6.1.2 There are no pending claims or actions commenced against Synopsys by any third party, and Synopsys will immediately alert Intel if any legal actions, threats or claims are commenced or decided

against Synopsys by a third party, that could affect Synopsys's ability to fulfill its obligations, warranties and covenants under this Agreement.

6.1.3 Synopsys warrants that, as of the delivery of each IP Block, the IP Block does not contain any Open Source Materials. SUBJECT TO SECTION 7.2(B) BELOW, SYNOPSIS' SOLE LIABILITY AND INTEL'S EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THE FOREGOING LIMITED WARRANTY WILL BE LIMITED TO REPLACEMENT WITH AN IP BLOCK THAT DOES NOT INCLUDE OPEN SOURCE MATERIALS, OR IF IT IS NOT COMMERCIALY FEASIBLE TO REMOVE THE OPEN SOURCE MATERIALS FROM THE IP BLOCK, REFUND OF THE LICENSE FEE RECEIVED BY SYNOPSIS FROM INTEL FOR THE IP BLOCK CORE THAT DOES NOT CONFORM WITH THE WARRANTY AND TERMINATION OF THE LICENSE THEREFOR, AND SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 7.3 HEREUNDER, PAYMENT TO INTEL OF ANY AND ALL EXPENSES INCURRED AS A RESULT OF SUCH WARRANTY BREACH.

**6.2 Warranty Exclusions.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, THE LICENSED IP BLOCKS ARE LICENSED "AS IS," AND SYNOPSIS MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE CORES. SYNOPSIS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

## **7. INDEMNITY**

### **7.1 IPR Infringement Indemnity.**

Synopsys will, at its own expense, indemnify, defend and hold harmless Intel and its Affiliates (including their directors, officers, employees and agents) and keep Intel and its Affiliates fully and effectively indemnified from and against any and all costs, claims, liabilities, damages, demands and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) any claim of any third party resulting from any breach of the warranties set forth in Section 6.1 (Warranty); or (ii) any claim of any third party that is brought against Intel or its Affiliates alleging that the Licensed Technology infringes or misappropriates any Intellectual Property Rights of any third party, including combinations where there was no technically viable non-infringing alternative use of the Licensed Technology other than as part of the combination and such infringement would not have occurred but for such combination. Notwithstanding the foregoing, Synopsys shall have no patent infringement indemnity obligation hereunder with respect to Licensed Technology in Synopsys's family of DDR products.

The foregoing indemnity is subject to the following conditions:

(a) Intel shall promptly notify Synopsys in writing of any allegations or claim of infringement of which it has notice; and

(b) Intel, at Synopsys's request and expense, shall allow Synopsys to control the defense and/or settlement of claims arising out of such suit or proceeding; provided, however, Synopsys may not, without Intel's prior written consent, settle or compromise any claim in a manner that: (i) does not release, or impose any additional obligations on, Intel, its Affiliates, their customers and their distributors; or (ii) may adversely affect Intel's or its Affiliates' rights under this Agreement. Intel shall have the right to participate in any of the disputes or actions referenced above at its own expense.

The indemnity given under Section 7.1 (IPR Infringement Indemnity) will not apply to infringement arising out of the use of the Licensed Technology, or any part thereof, where: (i) the Licensed Technology has been modified by someone other than Synopsys in any way where such claim would not have arisen had the Licensed Technology not been modified; (ii) the Licensed Technology is used or licensed by Intel outside the rights granted to Intel under this Agreement; (iii) any combination or use of the Licensed Technology, or portions thereof, with other products, processes or materials not supplied by Synopsys with the exception noted above; (iv) the continued engagement of allegedly infringing activity after Synopsys notifies Intel of modifications that would have avoided the infringement; or (v) the failure to obtain a license available from a standards organization, or which would be available as a result of an undertaking to a standards organization; (v) the methods and processes employed in using the Licensed Technology. Intel will be liable for all damages, costs, expenses, settlements and attorneys' fees related to any claim of infringement arising as a result of sub-parts (i)-(v) above

### **7.2 Remedies.**

If Intel's or an Affiliate's, use or possession of the Licensed Technology is held by a final judgment of court of competent jurisdiction to constitute an infringement of a third party's Intellectual Property Rights, or if Intel or an Affiliate becomes subject to any voluntary or adjudged injunction or other restriction imposed by a third party to

exercise any of Intel's or the Affiliate's license rights in the Licensed Technology (including without limitation, any right to sublicense) or if Synopsys has received legal advice that such use or possession is likely to constitute such an infringement, or if Synopsys is notified of any motion which seeks to enjoin Intel or its Affiliates from exercising its rights under this Agreement, then Synopsys shall at its own expense provide one of the following remedies, as selected by Synopsys in its reasonable discretion:

- (a) procure for Intel or its Affiliates the right to continue using and possessing the Licensed Technology so as to avoid infringement; or
- (b) modify or replace the Licensed Technology so that it is non-infringing (without detracting from its overall performance while retaining equivalent functional capabilities) or substitute other non-infringing technology with equivalent functional capabilities; or
- (c) if, in Synopsys' reasonable opinion, neither (a) nor (b) above is commercially feasible, terminate the license and refund the license fee and royalties, if any, paid by Intel to Synopsys for such Licensed Technology.

### 7.3 **Limitation of Liability.**

7.3.1 OTHER THAN IN THE EVENT OF (i) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (ii) BREACH OF CONFIDENTIALITY OBLIGATIONS, OR (iii) BREACH OF SECTIONS 3.1 (LICENSES TO INTEL), 3.3 (CONTRACTORS) OR 3.10 (INTEL LICENSE RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH OR ARISING OUT OF THE USE OR LICENSING OF THE LICENSED TECHNOLOGY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 7.3 (Limitation of Liability) SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OBLIGATIONS OF EITHER PARTY TO THE EXTENT A COURT (OR OTHER LEGAL ENTITY) AWARDS A THIRD PARTY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES FOR A CLAIM INDEMNIFIED HEREUNDER.

7.3.2 **Amount of Damages.** OTHER THAN IN THE EVENT OF (i) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (ii) BREACH OF CONFIDENTIALITY OBLIGATIONS, OR (iii) BREACH OF SECTIONS 3.1 (LICENSES TO INTEL), 3.3 (CONTRACTORS) OR 3.10 (INTEL LICENSE RESTRICTIONS), AND EXCEPT FOR COMPANY'S OBLIGATIONS WITH RESPECT TO COPYRIGHT AND TRADE SECRET INFRINGEMENT UNDER SECTIONS 7.1 (IPR Infringement Indemnity), FOR WHICH NO LIMITATION APPLIES, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, EXCEED THE GREATER OF ONE MILLION DOLLARS (\$1,000,000.00) OR TWO TIMES (2X) THE FEES AND ROYALTIES ACTUALLY PAID TO COMPANY FOR THE PARTICULAR LICENSED TECHNOLOGY THAT IS AT ISSUE.

## 8. **CONFIDENTIALITY**

8.1 **Non-Disclosure Agreement.** The parties have entered into Corporate Non-Disclosure Agreement No. 4836501 (the "CNDA"). Except as otherwise agreed by the parties, all Confidential Information of each party disclosed in the course of performance of this Agreement shall be subject to the terms set forth in the CNDA and, except as set forth in this Section 8 (Confidentiality), the CNDA shall govern in all conflicts between this Agreement and the CNDA. In no event shall disclosure of Confidential Information as specifically permitted in accordance with the licenses granted in Section 3 (Ownership and License Grant) be deemed a breach of the CNDA.

8.2 **Required Disclosures.** A party will not be liable for the disclosure of any Confidential Information of the other party that is required to be disclosed in accordance with applicable laws, regulations, court, judicial or other government order, provided that such party shall give the disclosing party reasonable notice in writing prior to such disclosure and shall comply with any applicable protective order. In the event the CNDA is terminated, all use and disclosure of Confidential Information disclosed in the course of performance of this Agreement shall be governed by the terminated CNDA unless and until the parties agree otherwise.

8.3 **Confidentiality of Agreement.** The parties hereto shall keep the terms of this Agreement confidential, but may disclose these terms: (i) with the prior written consent of the other party; (ii) in response to a valid order of a court or other governmental body, or if otherwise required to be disclosed by law; provided, however, the disclosing party shall first give at least ten (10) business days advanced written notice to the disclosing party so that the parties may seek an appropriate protective order; or (iii) in confidence to legal counsel, accountants, banks, potential acquirers and financing sources and their advisors solely in connection with complying with bona fide transactions.

## 9. TERM AND TERMINATION

9.1 **Term.** The term of this Agreement will commence on the Effective Date and is effective unless terminated as set forth in this Section.

9.2 **Termination for Cause.** Either Party has the right to terminate this Agreement if the other party materially breaches or is in material default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured with thirty (30) days after receipt of written notice from the non-defaulting Party or within such additional cure period as the non-defaulting Party may authorize.

### 9.3 Effect of Termination.

(a) Except in the event of an uncured or incurable material breach by Intel of its confidentiality obligations, payment obligations or of its obligations under Sections 3.1 (Licenses to Intel), 3.3 (Contractors) or 3.10 (Intel License Restrictions), if Synopsys terminates this Agreement in accordance with Section 9.2 above unrelated to a breach of any of the foregoing, Intel shall not commence design and development of any new Licensed Products, but Intel may continue to design, develop, manufacture and distribute Licensed Technology and Licensed Products then developed or under development in accordance with the terms and conditions of this Agreement and fulfill all currently received customer orders or requests and may continue to sell and distribute the Licensed Technology and Licensed Products until all such Licensed Products currently in design and development are no longer sold by Intel. The terms of an injunction, if any, shall reflect this provision.

(b) In the event of an uncured or incurable material breach by Intel of its confidentiality obligations, payment obligations or of its obligations under Sections 3.1 (Licenses to Intel), 3.3 (Contractors) or 3.10 (Intel License Restrictions), Intel shall be permitted to continue to use the applicable Licensed Technology as permitted under this Agreement and only as implemented into a Licensed Product that Intel has fabricated prior to Synopsys's written notice of the applicable breach, provided, however:

- (i) **Breach of Payment Obligation by Intel.** With respect to a breach of any payment obligation by Intel in connection with any Licensed Technology, Intel cures such breach within thirty (30) days of Synopsys's notice of such breach; and
- (ii) **Breach of Confidentiality or Misuse of Licensed Technology by Licensee.** With respect to an inadvertent breach by Intel of any confidentiality obligation, or any inadvertent misuse of any Licensed Technology by Intel, Intel, within thirty (30) days of Synopsys's notice thereof, cures such breach or misuse, or agrees to a plan in writing with Synopsys to cure such breach or misuse and mitigate Synopsys's losses in connection with such breach or misuse.

In the event that any such inadvertent breach by Intel of a confidentiality obligation, or an inadvertent misuse of any Licensed Technology by Intel, is (i) not curable or (ii) not cured within thirty (30) days or in accordance with the plan contemplated in item (ii) above, Intel's license rights set forth in Section 3.1 (Licenses to Intel) above with respect to such Licensed Technology shall continue for a period of six (6) months commencing on the date of Synopsys's notice of such breach or misuse, provided that Intel continues to cooperate with Synopsys to mitigate Synopsys's losses in connection with such breach or misuse.

(c) Except as necessary to exercise the rights set forth above, each party shall return or destroy, at the disclosing party's discretion, the confidential information received from the other party. Each party will furnish to the other, at such other party's request, a written notice certifying that any and all copies or portions thereof of the corresponding confidential information has been returned or destroyed.

9.4 **Survival.** Sections 1, 3.8, 3.10, 4, 7, 8, 9.3, 9.4 and 10 shall survive termination of this Agreement.

9.5 **Other Remedies.** Termination is not an exclusive remedy and all other remedies will be available whether or not the Agreement is terminated.

## 10. GENERAL TERMS

### 10.1 Assignment or Transfer.

10.1.1 Except as provided in this Agreement, neither party may delegate, assign, transfer or attempt to delegate, assign or transfer this Agreement or its rights or obligations under this Agreement, whether through assignment by operation of law, direct assignment, sale of substantially all assets, reorganization, merger, reverse merger or similar assignment or change of control, without the prior written consent of the other party, and any assignment without such consent shall constitute a material breach of this Agreement and have no force or effect, shall not be binding or valid and shall instead be null and void. For purposes of this

Agreement, a change of control, merger, reverse merger or similar transaction of a party shall be deemed to be a transfer of this Agreement.

10.1.2 Notwithstanding the above prohibition of assignment or transfer, and contingent of payment of all outstanding fees, Intel may assign this Agreement in whole without Synopsys's consent to an entity that succeeds to all or substantially all of the business assets of Intel exclusively related to the subject matter of this Agreement at the time of the proposed transfer. Intel may also assign or delegate its rights and/or obligations, in whole, under this Agreement without Synopsys's consent to an Intel Affiliate.

10.1.3 Any assignment of this Agreement shall be subject to the assignee agreeing in writing to be bound by all the obligations and other terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their permitted successors and assigns.

10.2 **Disputes.** All disputes arising directly under the express terms of this Agreement or relating to the termination thereof shall be resolved as follows: First, the senior management of both parties shall meet to attempt to resolve such disputes. If the senior management cannot resolve the disputes, either party may make a written demand for formal dispute resolution. Within sixty (60) days after such written demand, the parties agree to meet for one day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within sixty (60) days after the one-day mediation, either party may begin litigation proceedings. All proceedings, filings, negotiations, settlements, awards, rulings or other information learned or exchanged related to or arising out of the dispute or any arbitration shall be treated as confidential information under the CNDA by both parties. Nothing in this Section shall affect a party's right to seek immediate or preliminary equitable relief not otherwise prohibited by this Agreement. The prevailing party in any action to enforce the Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.

10.3 **Currency.** All dollar amounts specified herein are in U.S. dollars, and all payments pursuant to this Agreement shall be in U.S. dollars.

10.4 **Notices and Contacts.** All notices which shall be given by either party under the terms of this Agreement shall be in writing via overnight mail by a nationally recognized courier, or sent by certified or registered mail, return receipt requested, addressed as delineated in the table below. Furthermore, a notice shall be effective on the earlier of the date it is received or, if mailed as described above, no later than seven (7) days after the date of such mailing.

The Intel and Synopsys contacts for formal notices regarding this Agreement are as follows:

For Intel:	For Synopsys:
Intel Corporation Attn: General Counsel 2200 Mission College Boulevard RNB 4-151 Santa Clara, CA 95052 United States of America	Synopsys, Inc. Attn: General Counsel 700 East Middlefield Road Mountain View, CA 94043 USA
With copy to: Intel Corporation Post Contract Management 2111 NE 25th Avenue JF3-149 Hillsboro, OR 97124	With copy to: Director of Contracts 700 East Middlefield Road Mountain View, CA 94043 USA

The parties may update by written notice to the other party the above-referenced legal contacts in this Section without requiring a written amendment to this Agreement.

10.5 **Governing Law.** This Agreement shall in all respects be governed by the laws of the State of California, without reference to its principles of conflicts of laws. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded.

10.6 **Jurisdiction.** Intel and Synopsys agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the California, County of Santa Clara, or of the Federal courts sitting therein.

**10.7 Compliance with Laws.** Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

**10.8 Entire Agreement.** Both parties agree that this Agreement, Purchase Letter (subject to the caveats set forth above) and all exhibits incorporated by reference herein (including without limitation the CNDA) is the complete and exclusive statement of agreement between the parties and supersedes all proposals, oral or written, express or implied, and all other communications relating to the subject matter of this Agreement. Any terms and conditions of any purchase order or other instrument issued by Intel or Synopsis in connection with this Agreement inconsistent with this Agreement will be of no force or effect.

**10.9 Modifications.** This Agreement may be modified or amended only by a written instrument duly signed by authorized representatives of Synopsis and Intel.

**10.10 Waiver.** Failure or delay in enforcing any term, provision or condition of this Agreement by either party will not operate as a waiver and no waiver of any term, provision or condition of this Agreement will be valid unless in writing and signed by the party agreeing to such waiver. Any waiver by either party of any condition, part, term or provision of this Agreement will not operate or be considered as a waiver of any other condition, part, term or provision of a waiver of any future event or circumstance.

**10.11 Severability.** If any provision of this Agreement is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

**10.12 Force Majeure.** If any party is rendered wholly or partially unable by a Force Majeure situation to carry out its obligations under this Agreement (with the exception of payment obligations), and if that party gives prompt notice and full particulars of such Force Majeure situation to the other party, the notifying party shall be excused from performance of its obligations hereunder during the continuance of any inability so caused, but for no longer period. Such cause shall be remedied by the notifying party as far as possible with reasonable speed and effort. In the event that the notifying party ceases to diligently attempt to remedy the Force Majeure situation and resume satisfactory performance (provided that the Force Majeure is of such a nature that the nonperforming party can reasonably influence or remedy), the other party may at its option immediately terminate this Agreement. In the event that the Force Majeure situation prevents a party from carrying out its material obligations under this Agreement, then provided that such party continues to make any and all payments required by it hereunder, the other party shall have no right to terminate this Agreement, provided that in the event that a Force Majeure situation or a series of Force Majeure situations extends for a cumulative total of more than forty-five (45) days, then the party whose obligations are not prevented by the Force Majeure situation(s) may terminate this Agreement. Synopsis agrees that if a Force Majeure situation occurs, Synopsis shall make best efforts and give highest priority to fulfill its obligations under this Agreement.

**10.13 Relationship of Parties.** The relationship between the parties is that of independent contractors. This Agreement does not constitute a partnership or joint venture between Synopsis and Intel. Synopsis is not the representative or agent of Intel and Intel is not the representative or agent of Synopsis and neither shall so hold itself out publicly or to any third party or incur any liability for the other.

**10.14 Export Control.** Neither party shall export, either directly or indirectly, any product, service or technical data or system incorporating Licensed Technology without first obtaining any required license or other approval from the U.S. Department of Commerce or any other agency or department of the United States government. In the event any product is exported from the United States or re-exported from a foreign destination by either party, that party shall ensure that the distribution and export/re-export or import of the product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. Both parties agree that neither it nor any of its Affiliates will export/re-export any technical data, process, product, or service, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.

**10.15 Government Use.** If Intel is acquiring any IP Block on behalf of any unit or agency of the United States Government, then the IP Block is commercial computer software, and, pursuant to FAR 12.212 or DFARS 227.7202 and their successors, as applicable, shall be licensed to the Government under the terms and conditions of this Agreement.

**10.16 Descriptive Headings.** Section headings are for convenience only and will not be considered in interpreting this Agreement.

10.17 **Signatures, Counterparts and Facsimiles.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature. A facsimile, telecopy or other reproduction of this Agreement may be executed by either party, and an executed copy of this Agreement may be delivered by either party by facsimile or similar instantaneous electronic transmission device pursuant to which the signature on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

10.18 **Prior Licensed IP Blocks.** The parties acknowledge and agree that this Agreement shall govern Intel's use of the Synopsys Core software products licensed by Intel under Synopsys quotation no. MN-101410-1a, dated October 14, 2010, and Synopsys quotation no. MN-100810-2, dated October 8, 2010 (collectively, "Previously Licensed Cores"), and that such Previously Licensed Cores are deemed Licensed IP Blocks for purposes of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement by their duly authorized representatives effective as of the Effective Date.

**Intel:**

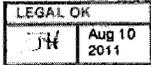
Intel Corporation

By: 

Print Name: Rob Crooke

Title: VP, GM

Date: 8-10-11



Janine Haines

**Synopsys:**

Synopsys, Inc.

By: 

Print Name: Maya Nau  
Title: Senior Corporate Counsel

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

Date: August 11, 2011

**EXHIBIT A**

**SYNOPSIS COMPETITORS**

Aeroflex Gaisler  
Alvand Technologies  
Analog Bits  
Analogix  
Aragio Solutions  
Arasan Chip Systems Inc.  
ARM Holdings PLC  
Atout Technologies  
Cadence Design Systems, Inc.  
CAST  
Ceva, Inc.  
Cosmic Circuits  
Denali Software, Inc.  
Dolphin Integration  
Eureka Technology, Inc.  
Evatronix SA  
Faraday Technology Corporation  
GDA Technologies  
Genum (Snowbush Microelectronics)  
GigaDevice  
HCL Technologies, Ltd.  
Innovative Semiconductors, Inc.  
Inventure  
IPextreme  
IP Goal  
Kilopass Technology  
Magma Design Automation, Inc.  
Mentor Graphics Corporation  
MIPS Technologies  
Mixel  
Moai Electronic Corporation  
MorethanIP GmbH  
MoSys  
Northwest Logic  
Phylinks  
PLD Applications  
QualCore Logic  
Rambus Inc.  
Silicon Image, Inc.  
Silicon Library  
Silicon Software Systems (S3) Technologies  
Soft Mixed Signal Corp  
Sonic Inc.  
Tensilica  
Thine Electronics  
True Circuits  
Wipro Limited

**Exhibit B****Licensed IP Block Support**

The license fees for the Initial Licensed Product include commercially reasonable efforts to do the following (collectively, "IP Block Support") for the first six (6) months after initial delivery:

- (a) Bug fix releases, workarounds and modifications to conform the IP Block Software to applicable standards specifications extant at the time of delivery of the IP Block Software, if and when Synopsys makes any such bug fix release available to its customers.
- (b) Access twenty-four (24) hours per day, seven (7) days per week to electronic assistance as may be made available from time to time by Synopsys such as SolvNet (on-line web support services);
- (c) Telephone Support (in the event that SolvNet access does not result in resolution of an issue, as an escalation path, Synopsys will provide a reasonable amount of technical assistance from Synopsys telephone support center to the Designated Support Contact and/or alternate during normal business hours, excluding Synopsys recognized holidays, concerning the installation and use of the Intel Product); and
- (d) Bulletins prepared by Synopsys from time to time containing available information on bug fix releases, application techniques, and workarounds.

Intel shall appoint not more than four (4) Designated Support Contact(s) per Intel Product under IP Block Support, who will act as Intel's liaison for all technical communications with Synopsys concerning the corresponding Use. Names of Designated Support Contact(s) must be provided to Synopsys prior to initial contact with Synopsys support center. All technical communication by Intel to Synopsys shall only be made by the Designated Support Contact. All information and materials provided to Intel by Synopsys in connection with support pursuant to this Agreement will be routed to the Designated Support Contact. Intel may change the Designated Support Contact(s) upon written notice to Synopsys.

IP Block Support shall be provided beyond the initial 6-month period only pursuant to an accepted purchase order for extended IP Block Support, which shall be subject to an additional fee.

**Exhibit C**  
**Driver Agreement and Support**

Synopsys may provide device driver source code ("Drivers"), in conjunction with the delivery of certain Licensed IP Blocks, at no incremental charge to the price of the licenses to the Licensed IP Blocks themselves. These Drivers are often designed for use with the Linux kernel and operating system. In order to accommodate a variety of Intel requirements for uses of the Drivers and the GPL license that applies to the Linux kernel, each Driver is licensed solely under terms and conditions specific to, and provided with, that Driver. As such, the Drivers are not subject to or governed by the Agreement to which this Exhibit is attached; nor are Drivers considered included in the definitions of Licensed IP Blocks. Some Drivers may be considered the Confidential Information of Synopsys as per a specific Driver License.

The purpose of this Exhibit is to set forth a framework under which Synopsys will make Drivers available to Intel. Synopsys makes the Driver License applicable to each Driver available in a LICENSE file delivered with each Driver, and when possible, on Synopsys' website at <<http://www.Synopsys.com/licenses>>.

Intel may fully utilize the Licensed IP Blocks within the scope of and in accordance with the Agreement without using the Drivers. Therefore, Intel need not accept a Driver License with respect to any Driver that is offered by Synopsys for which Intel does not agree to the license terms. However, in such an event Intel may not use such Driver. Further any use by Intel of the Driver shall constitute an acceptance of the Driver License.

1. Scope. This Exhibit C shall apply only to Drivers.
2. "Driver License(s)" means the specific terms and conditions applying to a Driver as provided in a "LICENSE" (or "README" or "README.TXT") file in the directory (or folder) containing the Driver source code.
3. License Grant. With respect to the Drivers, Intel's license rights to sublicense, assign, make, use, sell, modify, distribute, copy and display the Driver will be as set forth in the applicable Driver License. An exercise of any of the rights set forth in the Driver License shall constitute an acceptance and an agreement by Intel to be bound by the terms of the Driver License.
4. No Indemnity or Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT OR ANY OTHER AGREEMENT BETWEEN SYNOPSYS AND INTEL, DRIVERS ARE PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL SYNOPSYS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) 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 OF THE DRIVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
5. Driver Support. In view of the disparate nature of the Drivers, the provisions of the Agreement regarding Core Support are superseded in their entirety with respect to the Drivers by the terms of Schedule 1 (Driver Support) attached to this Exhibit C and incorporated herein by this reference. Driver Support is only provided to licensees who are paid-up and entitled to IP Block Support for the Licensed IP Blocks, for which the relevant Driver is provided.
6. Government Matters. (i) Export Control: Intel agrees and certifies that the neither Driver nor any other technical data received from Synopsys, nor the direct product thereof, will be exported or re-exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. (ii) Government Use: If Intel is acquiring any Driver on behalf of any unit or agency of the United States Government, then the Driver and related Documentation are commercial computer software, and, pursuant to FAR 12.212 or DFARS 227.7202 and their successors, as applicable, shall be licensed to the Government under the terms and conditions of this Exhibit.

**Schedule 1 to Exhibit C  
Driver Support**

Driver Support (which is provided solely during the periods for which the corresponding Initial Licensed Product or Subsequent Licensed Product is paid-up and entitled to Licensed Support) includes commercially reasonable efforts to provide the following:

- (a) Bug fix releases and modifications to conform the Driver to applicable standards specifications extant at the time of original delivery of the corresponding Licensed IP Block;
- (b) Workarounds;
- (c) Access twenty-four (24) hours per day, seven (7) days per week to electronic assistance as may be made available from time to time by Synopsys such as SolvNet;
- (d) Telephone Support (in the event that SolvNet access does not result in resolution of an issue, as an escalation path, Synopsys will provide a reasonable amount of technical assistance from Synopsys telephone support center to the Designated Support Contact (see below for definition) and/or an alternate during normal business hours, excluding Synopsys recognized holidays, concerning the installation and use of the Driver); and
- (e) Bulletins prepared by Synopsys from time to time containing available information on Bug Fix Releases, application techniques, and Workarounds.

Intel shall appoint not more than two (2) Designated Support Contact(s) per Driver under support, who will act as Intel's liaison for all technical communications with Synopsys concerning the corresponding Driver. Names of Designated Support Contact(s) must be provided to Synopsys prior to initial contact with Synopsys support center. All technical communication by Intel to Synopsys shall only be made by the Designated Support Contact. All information and materials provided to Intel by Synopsys in connection with support pursuant to this Exhibit C will be routed to the Designated Support Contact. Intel may change the Designated Support Contact(s) upon written notice to Synopsys.

Synopsys shall have no obligation to provide any Driver Support with respect to altered, damaged, or Intel-modified Drivers. Synopsys shall have no obligation to provide customization support or services hereunder. Driver Support shall be provided beyond the initial six (6) month period only pursuant to an accepted order for additional Core Support or Driver Support, which shall be subject to an additional fee.