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- VI) Tcl/Tk (EXHIBIT F)
- VII) XERCES (EXHIBIT G)
- VIII) Zlib Library (EXHIBIT H)
- IX) PETS_c (EXHIBIT I)
- X) COIN-OR (EXHIBIT J)
- XI) ChartDirector (EXHIBIT K)
- XII) FTDI Driver (EXHIBIT L)
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- (c) the provisions of sections 4, 6, 7.2, 8.4 and 10, and the warranty disclaimers in section 8, 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 Product.

8.2 **Warranty Claims:** To claim a breach of this warranty, you must, during the warranty period, notify Synopsys in writing of the Error or Errors that you have encountered and provide Synopsys with all the information you have, in written or electronic form, about those Errors, so that 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 **Disclaimer:** **This is the only warranty Synopsys provides for the Licensed Products. Except for this warranty, all Licensed Products, Documentation, and Design Techniques are provided “AS IS”. Synopsys 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 of dealing or usage of trade.**

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 under this agreement, Synopsys’s total, cumulative liability to you, including under section 9, is limited to 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 under this agreement.** However, this disclaimer of Synopsys’s liability for consequential damages does not limit or reduce Synopsys’s obligations to defend and indemnify you under section 9. The limitations of liability in this section are a fundamental part of this agreement and enable Synopsys to provide products and services to you at lower prices. These limitations of liability are intended to apply even if an exclusive remedy is found to have failed of its essential purpose.

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.

10.5 Governing Law; Jurisdiction: This agreement is governed by the laws of the United States and the State of California, without regard to conflicts of laws principles. The federal and state courts located in Santa Clara County, California 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 the 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 parties to 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 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 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 (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) 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.

10.15 Synopsys Entities: Synopsys, Inc. and its wholly-owned subsidiaries, including Synopsys International Limited, Synopsys International Limited Taiwan Branch, and Synopsys Global Kft, have agreed to their respective rights and obligations regarding the distribution of the Licensed Products and the performance of obligations related to the Licensed Products. You acknowledge that: (i) Synopsys Inc. or any directly or indirectly wholly-owned subsidiary or branch of Synopsys, Inc. may treat a purchase order addressed to that entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which the Licensed Products will be used; and (ii) delivery will be completed by the Synopsys entity or branch with distribution rights for the geographic region in which the Licensed Products will be used or service will be provided. For products used or services provided in a country in the Americas or Africa, the distributing Synopsys entity is Synopsys, Inc., based in California, USA. For products used or services provided in Taiwan, the distributing Synopsys entity is Synopsys International Limited Taiwan Branch, based in Taiwan. For products used or services provided in Hungary, Australia, Belarus, Bulgaria, Israel, Poland, the Republic of Korea, Romania, Russia, Ukraine or Vietnam, the distributing Synopsys entity is Synopsys Global Kft, based in Hungary. For products used or services provided in Japan, the distributing Synopsys entity is Nihon Synopsys Co., Ltd., based in Japan. For products used or services provided in any country other than those identified above, the distributing Synopsys entity is Synopsys International Limited, based in Ireland.

10.16 Entire Agreement: This agreement and any applicable attachments and Purchasing Agreements 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.

10.17 Amendments: This agreement may be amended only by means of a written instrument signed by authorized 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.

Glossary of Definitions

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, and the License Keys; (b) Design Techniques and all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Licensed Products, Documentation, or License Keys; (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 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; 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.

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.

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 an individual who works for you as an employee or independent contractor and whom you designate and authorize 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.

EST means electronic software transfer.

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 when you purchase products and services from Synopsys under this agreement, as identified in each Purchasing Agreement.

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

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.

Maintenance Services has the meaning given in section 1.

Open Source Software has the meaning given in section 2.4.

Purchasing Agreement means the applicable Synopsys sales quotation, FSA schedule, purchase agreement or other agreement describing (among other things) the products and services that you have licensed or purchased, including pricing information.

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 (at no additional charge) Maintenance Services for the Licensed Product in question.

Use Area for a Licensed Product means any of your facilities worldwide as well as remote access thereto so long as they are on the same network, excluding Licensed Products obtained under a node-locked license as referenced in Section 2.3.

You (and variations thereof) means the entity that agrees to the terms and conditions of this agreement as the licensee.

EXHIBIT B: Mentor Graphics

Mentor End-User License Agreement

The latest version of the End-User License Agreement is available on-line at:

www.mentor.com/eula

IMPORTANT INFORMATION

USE OF ALL SOFTWARE IS SUBJECT TO LICENSE RESTRICTIONS. CAREFULLY READ THIS LICENSE AGREEMENT BEFORE USING THE PRODUCTS. USE OF SOFTWARE INDICATES CUSTOMER'S COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. ANY ADDITIONAL OR DIFFERENT PURCHASE ORDER TERMS AND CONDITIONS SHALL NOT APPLY.

END-USER LICENSE AGREEMENT ("Agreement")

This is a legal agreement concerning the use of Software (as defined in Section 2) and hardware (collectively "Products") between the company acquiring the Products ("Customer"), and the Mentor Graphics entity that issued the corresponding quotation or, if no quotation was issued, the applicable local Mentor Graphics entity ("Mentor Graphics"). Except for license agreements related to the subject matter of this license agreement which are physically signed by Customer and an authorized representative of Mentor Graphics, this Agreement and the applicable quotation contain the parties' entire understanding relating to the subject matter and supersede all prior or contemporaneous agreements. If Customer does not agree to these terms and conditions, promptly return or, in the case of Software received electronically, certify destruction of Software and all accompanying items within five days after receipt of Software and receive a full refund of any license fee paid.

1. ORDERS, FEES AND PAYMENT.

1.1. To the extent Customer (or if agreed by Mentor Graphics, Customer's appointed third party buying agent) places and Mentor Graphics accepts purchase orders pursuant to this Agreement (each an "Order"), each Order will constitute a contract between Customer and Mentor Graphics, which shall be governed solely and exclusively by the terms and conditions of this Agreement, any applicable addenda and the applicable quotation, whether or not those documents are referenced on the Order. Any additional or conflicting terms and conditions appearing on an Order or presented in any electronic portal or automated order management system, whether or not required to be electronically accepted, will not be effective unless agreed in writing and physically signed by an authorized representative of Customer and Mentor Graphics.

1.2. Amounts invoiced will be paid, in the currency specified on the applicable invoice, within 30 days from the date of such invoice. Any past due invoices will be subject to the imposition of interest charges in the amount of one and one-half percent per month

or the applicable legal rate currently in effect, whichever is lower. Prices do not include freight, insurance, customs duties, taxes or other similar charges, which Mentor Graphics will state separately in the applicable invoice. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Mentor Graphics will invoice Customer for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. Customer will make all payments free and clear of, and without reduction for, any withholding or other taxes; any such taxes imposed on payments by Customer hereunder will be Customer's sole responsibility. If Customer appoints a third party to place purchase orders and/or make payments on Customer's behalf, Customer shall be liable for payment under Orders placed by such third party in the event of default.

1.3. All Products are delivered FCA factory (Incoterms 2010), freight prepaid and invoiced to Customer, except Software delivered electronically, which shall be deemed delivered when made available to Customer for download. Mentor Graphics retains a security interest in all Products delivered under this Agreement, to secure payment of the purchase price of such Products, and Customer agrees to sign any documents that Mentor Graphics determines to be necessary or convenient for use in filing or perfecting such security interest. Mentor Graphics' delivery of Software by electronic means is subject to Customer's provision of both a primary and an alternate e-mail address.

2. GRANT OF LICENSE. The software installed, downloaded, or otherwise acquired by Customer under this Agreement, including any updates, modifications, revisions, copies, documentation, setup files and design data ("Software") are copyrighted, trade secret and confidential information of Mentor Graphics or its licensors, who maintain exclusive title to all Software and retain all rights not expressly granted by this Agreement. Except for Software that is embeddable ("Embedded Software"), which is licensed pursuant to separate embedded software terms or an embedded software supplement, Mentor Graphics grants to Customer, subject to payment of applicable license fees, a nontransferable, nonexclusive license to use Software solely: (a) in machine-readable, object-code form (except as provided in Subsection 4.2); (b) for Customer's internal business purposes; (c) for the term of the license; and (d) on the computer hardware and at the site authorized by Mentor Graphics. A site is restricted to a one-half mile (800 meter) radius. Customer may have Software temporarily used by an employee for telecommuting purposes from locations other than a Customer office, such as the employee's residence, an airport or hotel, provided that such employee's primary place of employment is the site where the Software is authorized for use. Mentor Graphics' standard policies and programs, which vary depending on Software, license fees paid or services purchased, apply to the following: (a) relocation of Software; (b) use of Software, which may be limited, for example, to execution of a single session by a single user on the authorized hardware or for a restricted period of time (such limitations may be technically implemented through the use of authorization codes or similar devices); and (c) support services provided, including eligibility to receive telephone support, updates, modifications, and revisions. For the avoidance of doubt, if Customer provides any feedback or requests any change or enhancement to Products, whether in the course of receiving support or consulting services, evaluating Products, performing beta testing or otherwise, any inventions, product improvements, modifications or developments made by Mentor Graphics (at Mentor Graphics' sole discretion) will be the exclusive property of Mentor Graphics.

3. BETA CODE.

3.1. Portions or all of certain Software may contain code for experimental testing and evaluation (which may be either alpha or beta, collectively "Beta Code"), which may not be used without Mentor Graphics' explicit authorization. Upon Mentor Graphics' authorization, Mentor Graphics grants to Customer a temporary, nontransferable, nonexclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by Mentor Graphics. Mentor Graphics may choose, at its sole discretion, not to release Beta Code commercially in any form.

3.2. If Mentor Graphics authorizes Customer to use the Beta Code, Customer agrees to evaluate and test the Beta Code under normal conditions as directed by Mentor Graphics. Customer will contact Mentor Graphics periodically during Customer's use of the Beta Code to discuss any malfunctions or suggested improvements. Upon completion of Customer's evaluation and testing, Customer will send to Mentor Graphics a written evaluation of the Beta Code, including its strengths, weaknesses and recommended improvements.

3.3. Customer agrees to maintain Beta Code in confidence and shall restrict access to the Beta Code, including the methods and concepts utilized therein, solely to those employees and Customer location(s) authorized by Mentor Graphics to perform beta testing. Customer agrees that any written evaluations and all inventions, product improvements, modifications or developments that Mentor Graphics conceived or made during or subsequent to this Agreement, including those based partly or wholly on Customer's feedback, will be the exclusive property of Mentor Graphics. Mentor Graphics will have exclusive rights, title and interest in all such property. The provisions of this Subsection 3.3 shall survive termination of this Agreement.

4. RESTRICTIONS ON USE.

4.1. Customer may copy Software only as reasonably necessary to support the authorized use. Each copy must include all notices and legends embedded in Software and affixed to its medium and container as received from Mentor Graphics. All copies shall remain the property of Mentor Graphics or its licensors. Except for Embedded Software that has been embedded in executable code form in Customer's product(s), Customer shall maintain a record of the number and primary location of all copies of Software, including copies merged with other software, and shall make those records available to Mentor Graphics upon request. Customer shall not make Products available in any form to any person other than Customer's employees and on-site contractors, excluding Mentor Graphics competitors, whose job performance requires access and who are under obligations of confidentiality. Customer shall take appropriate action to protect the confidentiality of Products and ensure that any person permitted access does not disclose or use Products except as permitted by this Agreement. Customer shall give Mentor Graphics written notice of any unauthorized disclosure or use of the Products as soon as Customer becomes aware of such unauthorized disclosure or use. Customer acknowledges that Software provided hereunder may contain source code which is proprietary and its confidentiality is of the highest importance and value to Mentor Graphics. Customer acknowledges that Mentor Graphics

may be seriously harmed if such source code is disclosed in violation of this Agreement. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, Customer shall not reverse-assemble, disassemble, reverse-compile, or reverse-engineer any Product, or in any way derive any source code from Software that is not provided to Customer in source code form. Log files, data files, rule files and script files generated by or for the Software (collectively "Files"), including without limitation files containing Standard Verification Rule Format ("SVRF") and Tcl Verification Format ("TVF") which are Mentor Graphics' trade secret and proprietary syntaxes for expressing process rules, constitute or include confidential information of Mentor Graphics. Customer may share Files with third parties, excluding Mentor Graphics competitors, provided that the confidentiality of such Files is protected by written agreement at least as well as Customer protects other information of a similar nature or importance, but in any case with at least reasonable care. Customer may use Files containing SVRF or TVF only with Mentor Graphics products. Under no circumstances shall Customer use Products or Files or allow their use for the purpose of developing, enhancing or marketing any product that is in any way competitive with Products, or disclose to any third party the results of, or information pertaining to, any benchmark.

4.2. If any Software or portions thereof are provided in source code form, Customer will use the source code only to correct software errors and enhance or modify the Software for the authorized use, or as permitted for Embedded Software under separate embedded software terms or an embedded software supplement. Customer shall not disclose or permit disclosure of source code, in whole or in part, including any of its methods or concepts, to anyone except Customer's employees or on-site contractors, excluding Mentor Graphics competitors, with a need to know. Customer shall not copy or compile source code in any manner except to support this authorized use.

4.3. Customer agrees that it will not subject any Product to any open source software ("OSS") license that conflicts with this Agreement or that does not otherwise apply to such Product.

4.4. Customer may not assign this Agreement or the rights and duties under it, or relocate, sublicense, or otherwise transfer the Products, whether by operation of law or otherwise ("Attempted Transfer"), without Mentor Graphics' prior written consent and payment of Mentor Graphics' then-current applicable relocation and/or transfer fees. Any Attempted Transfer without Mentor Graphics' prior written consent shall be a material breach of this Agreement and may, at Mentor Graphics' option, result in the immediate termination of the Agreement and/or the licenses granted under this Agreement. The terms of this Agreement, including without limitation the licensing and assignment provisions, shall be binding upon Customer's permitted successors in interest and assigns.

4.5. The provisions of this Section 4 shall survive the termination of this Agreement.

5. SUPPORT SERVICES. To the extent Customer purchases support services, Mentor Graphics will provide Customer with updates and technical support for the Products, at the Customer site(s) for which support is purchased, in accordance with Mentor Graphics' then current End-User Support Terms located at <http://supportnet.mentor.com/supportterms>.

6. OPEN SOURCE SOFTWARE. Products may contain OSS or code distributed under a proprietary third party license agreement, to which additional rights or obligations ("Third Party Terms") may apply. Please see the applicable Product documentation (including license files, header files, read-me files or source code) for details. In the event of conflict between the terms of this Agreement (including any addenda) and the Third Party Terms, the Third Party Terms will control solely with respect to the OSS or third party code. The provisions of this Section 6 shall survive the termination of this Agreement.

7. LIMITED WARRANTY.

7.1. Mentor Graphics warrants that during the warranty period its standard, generally supported Products, when properly installed, will substantially conform to the functional specifications set forth in the applicable user manual. Mentor Graphics does not warrant that Products will meet Customer's requirements or that operation of Products will be uninterrupted or error free. The warranty period is 90 days starting on the 15th day after delivery or upon installation, whichever first occurs. Customer must notify Mentor Graphics in writing of any nonconformity within the warranty period. For the avoidance of doubt, this warranty applies only to the initial shipment of Software under an Order and does not renew or reset, for example, with the delivery of (a) Software updates or (b) authorization codes or alternate Software under a transaction involving Software re-mix. This warranty shall not be valid if Products have been subject to misuse, unauthorized modification, improper installation or Customer is not in compliance with this Agreement. MENTOR GRAPHICS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE, AT MENTOR GRAPHICS' OPTION, EITHER (A) REFUND OF THE PRICE PAID UPON RETURN OF THE PRODUCTS TO MENTOR GRAPHICS OR (B) MODIFICATION OR REPLACEMENT OF THE PRODUCTS THAT DO NOT MEET THIS LIMITED WARRANTY. MENTOR GRAPHICS MAKES NO WARRANTIES WITH RESPECT TO: (A) SERVICES; (B) PRODUCTS PROVIDED AT NO CHARGE; OR (C) BETA CODE; ALL OF WHICH ARE PROVIDED "AS IS."

7.2. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE EXCLUSIVE. NEITHER MENTOR GRAPHICS NOR ITS LICENSORS MAKE ANY OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT. MENTOR GRAPHICS AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

8. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL MENTOR GRAPHICS OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF MENTOR GRAPHICS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MENTOR GRAPHICS' OR ITS LICENSORS' LIABILITY UNDER THIS

AGREEMENT EXCEED THE AMOUNT RECEIVED FROM CUSTOMER FOR THE HARDWARE, SOFTWARE LICENSE OR SERVICE GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, MENTOR GRAPHICS AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. THIRD PARTY CLAIMS.

9.1. Customer acknowledges that Mentor Graphics has no control over the testing of Customer's products, or the specific applications and use of Products. Mentor Graphics and its licensors shall not be liable for any claim or demand made against Customer by any third party, except to the extent such claim is covered under Section 10.

9.2. In the event that a third party makes a claim against Mentor Graphics arising out of the use of Customer's products, Mentor Graphics will give Customer prompt notice of such claim. At Customer's option and expense, Customer may take sole control of the defense and any settlement of such claim. Customer WILL reimburse and hold harmless Mentor Graphics for any LIABILITY, damages, settlement amounts, costs and expenses, including reasonable attorney's fees, incurred by or awarded against Mentor Graphics or its licensors in connection with such claims.

9.3. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

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10.1. Mentor Graphics will defend or settle, at its option and expense, any action brought against Customer in the United States, Canada, Japan, or member state of the European Union which alleges that any standard, generally supported Product acquired by Customer hereunder infringes a patent or copyright or misappropriates a trade secret in such jurisdiction. Mentor Graphics will pay costs and damages finally awarded against Customer that are attributable to such action. Customer understands and agrees that as conditions to Mentor Graphics' obligations under this section Customer must: (a) notify Mentor Graphics promptly in writing of the action; (b) provide Mentor Graphics all reasonable information and assistance to settle or defend the action; and (c) grant Mentor Graphics sole authority and control of the defense or settlement of the action.

10.2. If a claim is made under Subsection 10.1 Mentor Graphics may, at its option and expense: (a) replace or modify the Product so that it becomes noninfringing; (b) procure for Customer the right to continue using the Product; or (c) require the return of the Product and refund to Customer any purchase price or license fee paid, less a reasonable allowance for use.

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10.4. THIS SECTION 10 IS SUBJECT TO SECTION 8 ABOVE AND STATES THE ENTIRE LIABILITY OF MENTOR GRAPHICS AND ITS LICENSORS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR DEFENSE, SETTLEMENT AND DAMAGES, WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY PRODUCT PROVIDED UNDER THIS AGREEMENT.

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Rev.151102. Part No. 265968

EXHIBIT C: C-Ares library

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EXHIBIT H: Zlib

zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.3, July 18th, 2005

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Jean-loup Gailly jloup@gzip.org

Mark Adler madler@alumni.caltech.edu

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