



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is entered into and made effective as of the date Company signs below (the "Effective Date") by and between Synopsys, Inc., a Delaware corporation having a principal place of business at 690 East Middlefield Road, Mountain View Ca 94043 ("**Synopsys**"), and the following company ("**Company**").

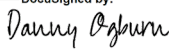
Company Corporate Name:	
Company Corporate Address	

- Business Purpose.** Synopsys and Company wish to discuss the possibility of a business relationship between the parties, which may involve evaluations of released or unreleased products or a potential purchase of commercial software licenses and/or related services (the "**Business Purpose**"). Each party agrees that such information shall be kept confidential and used only for the Business Purpose. "**Discloser**" means the party disclosing Confidential Information and "**Recipient**" means the party receiving such information hereunder. Discloser and Recipient shall include such party's Affiliates. Affiliates include any subsidiary, parent, subsidiary of the parent, or corporate affiliate of a party, whether any such relationship is of direct or indirect nature.
- Confidential Information.** "**Confidential Information**" means (a) either party's products, in byte code, source code or other form; (b) any authorization keys or passwords delivered in order to operate such products; (c) product documentation, product road maps and development plans, and product pricing information, regardless of whether such information is marked or otherwise identified in writing as confidential; and (d) any business or technical information of a party that, (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and summarized in a writing sent by Discloser to Recipient within thirty (30) days of such disclosure, or (iii) without a marking requirement where Recipient knows or reasonably should understand the disclosure to be confidential or trade secret information.
- Exceptions:** Confidential Information will not include information that is: (a) or becomes publicly available without breach of this Agreement through no act or omission of Recipient; (b) rightfully known by Recipient prior to the disclosure without restriction as to use or disclosure; (c) independently developed by Recipient without use of the Discloser's Confidential Information and without breach of this Agreement; or (d) rightfully received by Recipient from a third party without restriction on use or disclosure. Recipient will not violate the terms of this Agreement if it is required to disclose Confidential Information pursuant to operation of law, provided Discloser has been given reasonable advance written notice to object. In addition, each party may disclose the terms and conditions of this Agreement: (x) as required under applicable securities regulations; or (y) on a confidential basis, to potential private investors in or acquirers of such party and/or to its legal or financial advisors that need to know such in order to provide business advice.
- Use and Disclosure Restrictions.** Recipient will not use Discloser's Confidential Information except for the Business Purpose, and will only disclose such Confidential Information to its employees and contractors that need to know such Confidential Information for the Business Purpose to the extent necessary to pursue the Business Purpose, and provided that each such employee and contractor has a written duty of confidentiality including binding use and disclosure restrictions that protects Discloser's Confidential Information at least to the same extent as set forth herein. If either party chooses to give feedback to the other regarding its products, Recipient may use such feedback for the purpose of improving the operation, functionality or use of its products for commercial sale without royalty or attribution. To the extent that Confidential Information includes software, Recipient will not, and will ensure that its employees or contractors do not, disassemble, decompile, reverse engineer, modify

- or create derivative works of the software nor permit any third party to do so, except where such restrictions are prohibited by law. Company will not disclose to any third party any comparison of the results of operation of Synopsys' software products with other products.
- Destruction or Return.** Upon termination of this Agreement, at Discloser's written request, Recipient will promptly destroy or return all Discloser's Confidential Information and all copies thereof to Discloser, and cease to make any further use of such Confidential Information. Either party may keep archival copies of Confidential Information in order to meet data retention requirements ("Archival Copies") provided that such Archival Copies remain subject to the terms of this Agreement for so long as they exist.
- Reservation of Rights.** All Confidential Information remains the sole and exclusive property of the Discloser. Neither party acquires any intellectual property rights under this Agreement, unless expressly specified herein.
- No Warranties.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".
- Injunctive Relief.** Each party acknowledges that the unauthorized use or disclosure of Discloser's Confidential Information may cause Discloser to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that Discloser may seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.
- Term.** This Agreement will commence on the Effective Date and will remain in effect for a period of five (5) years thereafter, unless terminated by other party giving thirty (30) days written notice. With the exception of Confidential Information disclosed pursuant to Section 2 (a) through (c), for which Section 4 shall survive termination, each party's obligations concerning Confidential Information disclosed hereunder shall terminate five (5) years from the date of disclosure.
- General.** This Agreement will be construed, interpreted, and applied in accordance with the internal laws of the State of California (excluding its body of law controlling conflicts of law). This Agreement is the complete and exclusive statement regarding its subject matter and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding such subject matter. All modifications to this Agreement must be made in writing and signed by authorized representatives of the parties. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any products or services, nor does it create any agency or partnership relationship. Recipient will comply with all applicable export control laws.
- Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An originally executed version of this Agreement that is delivered by one party to the other, as evidence of signature, by facsimile, or by electronic mail after having been scanned as an image file (including, Adobe PDF, TIF, etc.) shall, for all purposes hereof, be deemed an original signature and neither party shall have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date by their authorized representatives.

SYNOPSYS, INC.

DocuSigned by:

 Signature: _____
 C7811587FD8C112
 Name: Danny Ogburn
 Title: Dir, Legal Counsel

COMPANY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Upon signing this Agreement, scan and email an electronic copy to sig-contracts@synopsys.com or mail the originally executed hard copy to the Legal Department at the Synopsys address set out above.



EXECUTION COPY

Mutual Non-Disclosure Agreement v2019.1 (WW)