

# ONSITE SUPPORT SERVICES TERMS ADDENDUM

VERSION 2018.1

1. **INCORPORATION BY REFERENCE.** This On-Site Support Services Addendum (this “**Addendum**”) is an Addendum to the applicable agreement licensing Synopsys Licensed Product between Synopsys and Customer (the “**Agreement**”). Capitalized terms used in this Addendum shall have the meanings given to them in the Agreement. In the event of a conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail solely with respect to the subject matter of this Addendum. The terms and conditions of this Addendum are incorporated into the Agreement by reference.

## 2. **SERVICES**

2.1. **Services.** Customer has entered into an Agreement for a license to the Licensed Product as set forth therein. In connection with Customer’s use of the Licensed Product, Customer may contract to retain Synopsys to provide Customer with the services set out in the applicable Addendum, Purchasing Agreement, Customer Success Package and/or Statement of Work to the Agreement (collectively the “**Services**”). The delivery of the Services is expressly conditioned on Customer’s acceptance of the terms and conditions of this Addendum.

2.2. **Purchasing Agreements; Statements of Work.** Customer will order Services by executing one or more written Statements of Work or Purchasing Agreements as applicable. Synopsys shall not be obligated to deliver such Services until Customer and Synopsys enter into one or more (a) written statements of work (each a “**Statement of Work**”) specifically identifying the Services to be delivered by Synopsys in connection with the applicable Purchasing Agreement, unless otherwise agreed to by the parties in the applicable Addendum or (b) Purchasing Agreements identifying the applicable Services to be performed. If applicable, a Statement of Work shall identify the Services that Customer requests Synopsys to provide, the duration of the Services, the fees payable by Customer for the Services, and the payment structure. To be effective, each Addendum, Purchasing Agreement and/or Statement of Work (as applicable) must reference this Addendum, and be agreed to in writing by an authorized representative of Synopsys and Customer, and once so agreed upon will be incorporated herein by reference. If no Purchasing Agreement or Statement of Work is executed in connection with the performance of the Services, a Synopsys invoice referencing this Addendum in response to Customer’s correct purchase order shall be Synopsys’ acceptance of the services transaction. Additional or different terms of Customer’s purchase order shall not apply.

2.3. **Performance of Services.** Synopsys will perform the Services using such resources as Synopsys deems

necessary in accordance with the terms and conditions of this Addendum and of each applicable Purchasing Agreement and Statement of Work. The Services shall be performed solely in relation to the licenses to the Licensed Product granted by Synopsys to Customer under the Agreement. All terms of the Agreement and Purchasing Agreement that are not specifically amended herein will remain in full effect. Nothing in this Agreement grants Customer any rights to the Licensed Product other than as explicitly stated herein. If Synopsys personnel are working on Customer’s premises: (a) Customer will provide a safe and secure working environment for such personnel; and (b) Synopsys will comply with all reasonable workplace safety and security standards and policies that are applicable to Customer’s employees and of which Customer notifies Synopsys in writing and in advance of the commencement of any Services.

2.4. **Customer Responsibilities.** Customer will provide Synopsys with access to Customer’s sites and facilities during Customer’s normal business hours as reasonably required by Synopsys to perform the Services. Customer will also make available to Synopsys any data, information and any other materials reasonably required by Synopsys to perform the Services, including, but not limited to, any data, information or materials specifically identified in the Statement of Work (collectively, “**Customer Materials**”).

2.5. **Relationship of the Parties.** Synopsys is performing the Services as an independent contractor, not as an employee, agent, joint venturer or partner of Customer. Synopsys acknowledges and agrees that its personnel are not eligible for or entitled to receive any compensation, benefits or other incidents of employment that Customer makes available to its employees. Accordingly, for a period of twelve (12) months following the completion of the Services, Customer agrees not to directly or indirectly solicit for employment any Synopsys employees or contractors, provided that a job posting available to the general public shall not be deemed such a solicitation.

3. **FEES AND EXPENSES.** As consideration for the Services, Customer will pay Synopsys fees in accordance with the terms set forth in the applicable Purchasing Agreement. Unless otherwise stated in the applicable Purchasing Agreement, Customer Success Package or Statement of Work, all Services are provided on a time and materials basis. In addition, Customer will reimburse Synopsys for all reasonable and customary travel, lodging and other related expenses incurred by Synopsys or its personnel in connection with the performance of the Services in accordance with the terms set forth in the applicable Purchasing Agreement, Customer Success

Package, or Statement of Work upon being provided with receipts and other documentation for all such expenses.

4. **OWNERSHIP.** Material and associated intellectual property rights developed by a party prior to or outside of the scope of a Customer Success Package or Statement of Work ("**Pre-Existing Material**") shall be, as between the parties, owned by the developing party. Synopsys shall own all rights, title and interest in all scripts, methodologies, processes, and documentation, and all intellectual property rights therein, developed during the provision of the Services involving (i) implementation or installation of Licensed Products into Customer's environment, (ii) configuration of workflow or reporting capabilities of the Licensed Product, and (iii) optimization of the use of the Licensed Product in Customer's environment (collectively, the "**Synopsys-Owned Work Product**"). Synopsys hereby grants to Customer, for the license term applicable to the Licensed Product licensed to Customer under the applicable Purchasing Agreement, a nonexclusive, worldwide, right to use, reproduce and create derivative works of any Pre-Existing Material owned by Synopsys and incorporated into deliverables of the Services, and the Synopsys-Owned Work Product, for Customer's internal business purposes to aid in Customer's use of Licensed Product licensed by it.

5. **SERVICES WARRANTY.** Synopsys warrants that, for a period of ninety (90) days from the completion of the Services (the "**Services Warranty Period**") the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. If during the Services Warranty Period, Synopsys receives from Customer a written notice of the Service's non-conformance with the provisions set forth in this Section 4, Synopsys will, as Customer's sole and exclusive remedy and Synopsys' entire liability for any breach of the foregoing warranty, at Synopsys' sole option and expense, promptly re-perform the non-conforming Services or refund to Customer the fees paid for the non-conforming Services. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS RELATED TO THE SERVICES.

6. **ENTIRE ADDENDUM.** The parties acknowledge that they have had previous discussions related to Synopsys' performance of the Services for Customer. This Addendum, together with any Statements of Work or Customer Success Packages incorporated into the Agreement by reference and the Agreement, constitutes the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the Agreement, this Addendum, any Customer Success Packages or any Statements of Work.

