



Agreement No. _____
Effective Date: _____

UNIVERSITY SOFTWARE PROGRAM LICENSE AGREEMENT STANDARD TERMS AND CONDITIONS

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made as of the Effective Date (identified below) between **CADENCE DESIGN SYSTEMS, INC.** ("**Cadence**") and the undersigned degree granting academic institution ("**Customer**"). Customer may not be a National Laboratory, National Center or National Facility operated by an academic institution for the U.S or foreign government, nor may it be a wholly federally-funded research center or scientific facility (other than a degree-granting military school). Customer desires by this Agreement to obtain from Cadence licenses to use certain Licensed Programs and related Documentation (as defined below) and establish the terms and conditions of all such transactions between them. Therefor, Cadence and Customer agree as follows:

1. **Definitions.** The following definitions apply herein:

(a) "Designated equipment" means a single server owned or leased by Customer and located within Customer's facilities as identified by manufacturer, make, model, serial number, host I.D. number, which has the configuration, capacity, operating software version level and pre-requisite or co-requisite applications prescribed in the Licensed Program documentation as necessary or desirable for the Licensed Program's operation.

(b) "Designated site" means the specific address of Customer's facility, located in the contiguous 50 United States and Canada, consisting of one or more buildings within a radius of one mile of where the designated equipment upon which a Licensed Program is first installed, put into use and is physically located. Three Technical Liaisons are to be assigned by Customer for the designated site.

(c) "Documentation" means any and all information, written or otherwise, provided to Customer by Cadence relating to the Licensed Program, its operation and matters related to its use and any updated, improved or modified version(s) of such materials, in published written material, on magnetic media or communicated by electronic means. Documentation provided to Customer includes, by way of example but not limitation, University Program Policies and/or Procedures.

(d) "Licensed Program(s)" means each executable software program and any updated, improved or otherwise modified version(s) thereof furnished by Cadence solely for the purposes identified in this Agreement; it may include software licensed by Cadence from third parties.

(e) "Product quotation" or "quotation" means a written quote from Cadence to Customer identifying the Licensed Programs, quantity, charges, and other information relevant to a specific transaction which Cadence is quoting to Customer.

(f) "Technical Liaison" means an individual appointed by Customer who shall be Customer's

designated point of contact to Cadence, responsible for installing Licensed Programs on the designated equipment, attending Cadence's Licensed Program training courses and providing Cadence training to other university users, contacting Cadence's Hotline Support for any and all inquiries about the Licensed Programs from university users and acting as the sole liaison between Customer and Cadence on all matters concerning Customer's use of the Licensed Programs.

(g) "Use" means copying all or any portion of a Licensed Program into the designated equipment or transmitting it to the designated equipment for processing of the instructions contained in the Licensed Program and/or loading data into or displaying, viewing or extracting output results from or otherwise operating any portion of the Licensed Program solely for the purpose of Customer providing educational instruction and performing non-profit academic research in the design of electronic circuits and systems. Licensed Programs may not be utilized to manage Customer networks.

2. **License Grant.**

Cadence hereby grants to Customer, and Customer accepts, subject to this Agreement, a one (1) year, non-transferable, non-exclusive, fully paid, personal, limited license to internally use each Licensed Program in machine readable form at the designated site by a single user at a time (unless a multi-user license is specified in the quotation) on a single unit of designated equipment at a time, solely for the purposes of providing educational instruction and performing non-profit academic research (the "License"). The License granted herein does not include any right to use Licensed Programs in any commercial activity. Customer must obtain a separate license from Cadence under Cadence's standard commercial license agreement for such use. Cadence also grants Customer the right to utilize the documentation at the designated site as is reasonably necessary for Customer's licensed use of the Licensed Program. Customer shall not sublicense, modify or permit third

parties to use the Licensed Program. Customer shall not receive, use or have access to source code relating to any Licensed Program. No license, rights or interest in any trademark, trade name or service mark of Cadence or its licensors is granted to Customer. All rights, title and interest in the Licensed Programs and documentation shall remain exclusive property of Cadence or its licensors.

3. Location and Transfer. Each License granted hereunder authorizes only Customer's use of a Licensed Program on specifically identified designated equipment at the designated site. The Licensed Program may be moved from the designated site or the designated equipment only if the designated equipment malfunctions, and only with Cadence's consent. Customer will provide Cadence's Rehost Certificate when the Licensed Program is moved from the previously identified designated equipment or designated site and Customer has completely removed the Licensed Program from such equipment. Customer may make a reasonable number of copies of a Licensed Program for archival purposes and for use as back-up when the Licensed Program is not operational. All legends, trademarks, trade names, copyright marks and other identifications must also be copied when copying the Licensed Program for archival or back-up purposes. Documentation may not be copied except for a reasonable number of printed copies produced by Customer for internal use only from documentation provided in electronic form.

4. Term and Termination. The term of this License Agreement shall commence on the Effective Date. This License Agreement or any License created hereunder may be terminated by Cadence (i) if Customer defaults in the timely payment of any monies due Cadence, or if Customer breaches Section 12, (ii) in the event of a material breach by Customer of any provision of this Agreement, where Customer fails to correct such breach within 30 days of written notice, (iii) upon the insolvency, bankruptcy, reorganization, or assignment for the benefit of creditors of Customer. Within 30 days after the date of termination of any License or this License Agreement, Customer shall furnish to Cadence written notice certifying that the original and all copies, including partial copies, of the corresponding Licensed Program, any documentation and any material received from Cadence or made in connection with such License have been returned or destroyed and Customer shall additionally make prompt payment in full to Cadence for all amounts due and owing as of the effective date of termination. Sections 5(b), 6, 12, 13 and 16 shall survive expiration or termination of this License Agreement.

5. Limited Warranty. (a) Cadence warrants for 30 days after shipment that the recording media by which a Licensed Program is furnished is free of manufacturing

defects and shipping damage, if the media has been properly installed by Customer on the designated equipment. Cadence does not warrant that any Licensed Program will meet Customer's requirements or will be error free. As Customer's sole remedy for breach of the warranty herein, Cadence will provide replacement media containing the Licensed Program ordered by Customer. **(b) EXCEPT AS PROVIDED ABOVE, CADENCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR NONINFRINGEMENT.**

6. Limitation of Liability. CADENCE'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION SHALL BE LIMITED TO AND NOT EXCEED THE LICENSE FEE PAID BY CUSTOMER FOR THE LICENSED PROGRAM(S). REGARDLESS OF WHETHER CADENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. CADENCE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTES, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In no event shall Cadence's liability for property damage exceed the greater of \$50,000 or the license fee paid by Customer for the Licensed Program that caused such damage. Customer agrees it will take no legal action against Cadence's third party software suppliers.

7. Fees and Terms of Payment. Prices in effect are provided in a Product quotation to Customer. Non-refundable payment of the total amount invoiced is due 30 days after the later of shipment date or invoice date.

8. Taxes. Unless otherwise exempt, Customer will pay or reimburse all applicable federal, state and local taxes (exclusive of taxes on Cadence's net income), duties and assessments, if any due, arising on or measured by amounts payable to Cadence under this Agreement.

9. Shipment. The Licensed Programs will be available to be received by Customer by electronic means ("Transmission"). Customer acknowledges that certain Internet connections and hardware capabilities are

necessary to complete the Transmission and that to complete the Transmission it must retrieve the Licensed Programs placed by Cadence on a specific Cadence server. Cadence's obligation to deliver the Licensed Programs is completed at such time Cadence makes them available on a specific Cadence server and gives Customer a method of accessing and downloading them. Customer acknowledges that the Transmission may be slow and time-consuming depending upon network traffic and reliability. Cadence may elect to provide the Licensed Programs to Customer on physical media. For physical deliveries, delivery is to be made F.O.B. Customer's dock and transportation charges, including insurance, shall be paid by Cadence.

10. Maintenance, Installation and Training. License Program charges include the following: limited access to the Cadence Support Hotline via the Technical Liaisons, and training services, which are available for the Technical Liaisons only. No on-site installation service is provided under this Agreement and any installation assistance provided by Cadence hereunder shall be without liability or risk to Cadence. Additional product updates and/or bug-fixes shall be shipped, at Cadence's sole discretion, during the term of this Agreement.

11. Proprietary Rights Indemnity. If any Licensed Program supplied hereunder becomes the subject of a claim of infringement of a U.S. patent or copyright, Cadence will indemnify Customer against such claim provided that Customer gives Cadence prompt written notice of such claim, allows Cadence to direct the defense and settlement of the claim, and cooperates with Cadence as necessary for defense and settlement of the claim. If an injunction is obtained against Customer's use of a Licensed Program, or if in Cadence's opinion such an injunction is likely to be obtained, Cadence shall have the right to obtain for Customer the right to continue using the Licensed Program, replace or modify the Licensed Program so that it becomes noninfringing, or terminate the License granted hereunder to such Licensed Program with refund to Customer of the license fee paid for such Licensed Program, less a reasonable charge for the period during which Customer has had availability of such Licensed Program for use. Cadence will have no liability for any infringement claim to the extent it is based on modification of a Licensed Program other than by Cadence, with or without authorization, results from failure of Customer to utilize an updated or modified Licensed Program provided by Cadence, or results from compliance by Cadence with designs, plans or specifications furnished by Customer. THE FOREGOING STATES CADENCE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR PROPRIETARY RIGHTS INFRINGEMENT.

12. Protection of Licensed Materials. Each Licensed Program and its documentation are the confidential and proprietary property of Cadence or third parties from whom Cadence has obtained marketing rights. Customer receives no rights to and will not sell, assign, lease, market, transfer, encumber or suffer to exist any lien or security interest (other than those of Cadence) on, nor allow any person, firm or corporation to copy, reproduce or disclose, in whole or in part in any manner, the Licensed Program or documentation. Unauthorized copies are, at a minimum and at Cadence's option, subject to all the terms of this License agreement including without limitation the right of Cadence to collect Fees therefore pursuant to Section 7. Customer receives no rights to and shall not create or attempt to create by reverse engineering, reverse assembly, reverse compiling or otherwise all or part of the source programs from any Licensed Program or documentation or permit third party to do so. Customer shall take all reasonable steps, both during and after the term of this Agreement to insure that no unauthorized person shall have access to the Licensed Program or documentation, that no unauthorized copy, in whole or in part, in any form shall be made and to comply with Cadence's University Program Policies.

13. Export. Customer warrants that Customer shall comply with all U.S. laws regarding export and all necessary approval and license requirements of the U.S. Dept. of Commerce and other agencies or departments of the U.S. Government.

14. No Assignment. Customer may not assign this Agreement or the License granted hereunder and any attempt to do so shall be void. Customer agrees that this Agreement binds Customer and each of its employees, agents, representatives, and persons associated with it, and Customer's affiliated and subsidiary firms, corporations and other organizations.

15. Notices. Notices to Customer shall be sent to the address specified beneath Customer's signature below and to Cadence, to 555 River Oaks Parkway, San Jose, California 95134, Attn: Contract Department, or such new address as a party specifies to the other in writing.

16. General. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Any terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. This Agreement may be modified only by a written instrument duly executed by authorized representatives of Cadence and Customer. Any waiver by

either party of any condition, part, term or provision of this Agreement shall not be construed as a waiver of any other condition, part, term or provision or a waiver of any future event or circumstance. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

17. **Government Use.** If Customer is a part of the U.S. Government, Customer agrees that the Licensed Program and Documentation are classified as "Commercial

Computer Software" and "Commercial Computer Software Documentation." Pursuant to 48 CFR 12.00 et seq. and 48 CFR §227.7202-1 - §227.7202-4, the Government acquires only those rights as are set forth herein.

This Agreement shall be effective and binding on the parties only after acceptance at Cadence's offices in California by an officer of Cadence.

CUSTOMER:

(Name of Customer)

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

CADENCE DESIGN SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____