

SYNOPSYS, INC.
MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is entered into and effective as of the ____ day of _____, 200__ (the "Effective Date"), by and between Synopsys, Inc., with principal offices at 700 East Middlefield Road, Mountain View, California 94043-4033, including its majority owned or controlled subsidiaries for so long as such ownership or control exists, ("Synopsys") and _____ with principal offices at _____ ("Company").

- 1. CONFIDENTIAL INFORMATION.** The parties plan to discuss certain confidential information regarding _____ (the "Subject"). The parties acknowledge that the discussions between Company and Synopsys regarding the Subject, the terms and conditions and the existence of this Agreement, and other information that may be disclosed hereunder, including but not limited to information learned by the receiving party ("Recipient") from employees or agents of the disclosing party ("Discloser") or through inspection of Discloser's property, that relates to, formulas, databases, software, algorithms, know-how, schematics, circuit designs, cell libraries, inventions, processes, trade secrets, product development plans, marketing plans, finances, costs, business opportunities, and personnel, will be considered "Confidential Information". Information that is disclosed by Discloser will be considered Confidential Information by Recipient only if such information is conspicuously designated as "Confidential" in writing, if communicated in writing, or is confirmed in writing as "Confidential" within thirty (30) days of disclosure if disclosed orally or by electronic media without legend. Confidential Information shall not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach of Recipient; (b) Recipient can demonstrate was rightfully in its possession prior to disclosure to Recipient by Discloser; (c) is independently developed by Recipient without the use of any Discloser Confidential Information; or (d) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.
- 2. USE OF CONFIDENTIAL INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's business discussions with Discloser and will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees with a need to know. Recipient agrees to use the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but in no event less than a reasonable degree of care, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser. Recipient may disclose Confidential Information if required by any judicial or governmental order, provided that Recipient takes reasonable steps to first give Discloser sufficient prior notice to contest such order.
- 3. OWNERSHIP OF CONFIDENTIAL INFORMATION.** All Confidential Information remains the property of Discloser and/or its licensors and no license or other rights to Confidential Information are granted or implied hereby.
- 4. INDEPENDENT DEVELOPMENT.** Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Discloser's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products, or have products developed for it, that without violation of this Agreement, compete with the products or systems contemplated by Discloser's Confidential Information.
- 5. NO WARRANTY.** DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION TO RECIPIENT. ALL INFORMATION IS PROVIDED "AS

IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE.

6. **TERM.** The term of this Agreement is one (1) year from the Effective Date. Confidential Information may be exchanged in accordance with this Agreement during that one (1) year period. Recipient's duty to protect Discloser's Confidential Information expires two (2) years from the date of disclosure. Recipient will return all tangible Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's written request. With respect to Confidential Information of Discloser stored in electronic form, Recipient shall delete all such Confidential Information from its systems and shall confirm in a writing signed by an authorized representative of Recipient, that all Confidential Information has been deleted.
7. **NO EXPORT.** For each instance in which Synopsys is the Discloser, Recipient certifies that no Confidential Information, or any portion thereof, will be exported to any country in violation of the export laws and regulations of the United States government.
8. **ENTIRE AGREEMENT AND GOVERNING LAW.** This Agreement constitutes the entire agreement between the parties regarding the Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by a written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of California law concerning conflicts of law.

Understood and agreed to by the duly authorized representatives of both parties:

Synopsys, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Company

By: _____

Name: _____

Title: _____

Date: _____