

## Synopsys Purchase Order Terms and Conditions

**1. ORDER; ACCEPTANCE:** "Buyer" as used herein means Synopsys, Inc. or the Synopsys subsidiary company issuing this Order, as the case may be. Written acceptance by Seller or commencement of any work or performance of services called for hereunder shall constitute acceptance of this Order and its terms and conditions by Seller. Any additional or different terms proposed by Seller are objected to and hereby rejected unless such additional or different terms are specified in a separate written agreement signed by both parties.

**2. PRICES AND TAXES:** Acceptance of this Order constitutes a warranty that the price to be charged for products or services does not exceed the lowest price charged to any other customer for similar delivery requirements. Unless otherwise specified, the prices in this Order may not include applicable federal, state, and local taxes.

**3. INVOICES:** Seller shall submit invoices showing the Order number, line item number, description of product/service, quantity, unit prices, tax, extended totals, and any other information elsewhere specified. For shipments of products to Buyer, Bill of Lading or express receipt must accompany each invoice. Payment of invoice(s) will not constitute acceptance of products/services and will be subject to adjustment for errors, shortages, defects in products/services or other failure of Seller to meet Order requirements. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller or any of its affiliated companies to Buyer.

**4. DISCOUNT:** Time in connection with any discount offered by Seller will be computed from the latest of (i) scheduled delivery date; (ii) date of actual delivery; or (iii) date that an acceptable invoice is received. For the purpose of earning discounts, payment will be deemed to have been made on the date of mailing of Buyer's check.

**5. OVERSHIPMENTS:** Buyer will pay only for quantities ordered. Overshipments will be held by Buyer at Seller's risk and expense for a reasonable time. Return shipping charges for excess quantities will be at Seller's expense.

**6. PACKING AND SHIPPING:** Unless otherwise specified, when the price of this Order is based on weight of ordered goods, such price is to cover only net weight of material ordered. No charges are allowed for packing, handling, transportation, storage or other packing requirements. Seller will package all products (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for particular products, (iii) in accordance with I.C.C. regulations if applicable, and (iv) adequate to insure safe arrival of goods at named destination. Seller will mark all containers with necessary lifting, handling, and shipping information and with Order number, date of shipment, and names of consignee and consignor. An itemized packing list must accompany each shipment. No delivery will be made prior to the due date specified in the Order unless Buyer has given prior authorization.

**7. F.O.B. POINT; RISK OF LOSS OR DAMAGE:** Unless otherwise specified, the products ordered hereunder will be delivered on an F.O.B. Origin basis. Notwithstanding any prior inspection and irrespective of the F.O.B point named herein, Seller will bear all risk of loss, damage or destruction to ordered products until final acceptance of products by Buyer at destination. Seller will bear the same risk with respect to any goods rejected by Buyer.

**8. WARRANTY:** Seller warrants that (a) all products delivered (i) will be free from defects in design, workmanship, material, and manufacture, (ii) will comply with requirements of this Order, including any drawings/specifications referenced herein, and (iii) will be of merchantable quality and fit for the purposes intended by Buyer; and (b) all services will be performed in a timely, diligent and competent manner in accordance with industry standards. The foregoing warranties are in addition to all other warranties



such work. Seller shall continue performance of this Order to the extent not terminated. Buyer may require Seller to transfer title to, and deliver to the extent directed by Buyer (i) any completed products and (ii) such partially completed products as Seller has specifically produced or specifically acquired for performance of such part of this Order as has been terminated. Seller shall, upon direction of Buyer,

**18. DATA PRIVACY:** If any data disclosed to Seller or processed by Seller consists of “personal information” or “personal data” (as defined under applicable Data Privacy Laws), Seller shall not access, collect, store, retain, transfer, use or otherwise process such data except: (i) in the interest and on behalf of Buyer; (ii) as directed by authorized personnel of Buyer in writing; and (iii) in accordance with all applicable privacy laws including, without limitation, the European General Data Protection Regulation (GDPR), the United Kingdom version of the GDPR, the California Consumer Privacy Act (CCPA), and the China Personal Information Protection Law (collectively, “Data Privacy Laws”). In the event Seller or its affiliates may receive, store, process or gain access to personal data of Buyer’s employees, customers, prospective customers or suppliers located or residing in Europe or the UK, Seller agrees to execute a GDPR-compliant Data Processing Addendum in a customary form. In the event the Order authorizes Seller to collect data concerning users, e.g., for product improvement or benchmarking purposes, such data shall only be collected in Aggregate form and shall not be sold or otherwise used by Seller for any other purpose. “Aggregate” means that the data is de-identified (stripped of any information used to identify Buyer, its employees or customers). Nothing contained herein shall be deemed to authorize the sale of personal information to or by Seller or any third party for monetary or other valuable consideration, and Seller agrees to refrain from taking any action that would cause any transfers of personal data to or from Seller to qualify under the CCPA or other laws as “sharing” for advertising purposes or as “selling” personal information.

**19. DATA SECURITY:** In handling or accessing any Buyer data, including but not limited to personal data, Seller agrees to comply with the Synopsys Information Security Requirements for Vendors available for review at [www.synopsys.com/security-requirements/](http://www.synopsys.com/security-requirements/). Buyer agrees to provide information on its

administered by the Hong Kong International Arbitration Centre under its Administered Arbitration Rules (“HKIAC Rules”) which HKIAC Rules are deemed to be incorporated by reference in this clause. There shall be three arbitrators selected in accordance with the HKIAC Rules. The seat of arbitration shall be Hong Kong. All arbitration proceedings pursuant to this Section 23 shall be conducted in English, and the award rendered in any such arbitration shall be binding on both parties and shall be enforceable in accordance with its terms. The costs of the arbitration and the manner of bearing such costs shall be determined by the tribunal. Notwithstanding the foregoing, claims for preliminary injunctive relief in connection with a breach or anticipated breach of Seller’s obligations of confidentiality may be brought in a court of competent jurisdiction over the parties and the subject matter. Each party expressly excludes the application of the United Nations Convention on Contracts for the International Sale of Goods.

**24. GOVERNMENT CONTRACTS:** If this Order is issued for any purpose that is either directly or indirectly connected with the performance of a prime contract with the United States Government or a subcontract thereunder, the applicable terms of the Federal Acquisition Regulations (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) shall be incorporated herein and made a part hereof. The “Equal Opportunity Clause” set forth in 41 CFR 60-1.4(a), the clause labeled “Affirmative Action of Disabled Veterans and Veterans of the Vietnam Era” set forth in 41 CFR 60-250.4 and the clause labeled “Affirmative Action for Handicapped Workers” set forth in 41 CFR 60-741.4 are hereby incorporated by reference and all references in such clauses to “the Contractor” shall be deemed to refer to Seller.

**25. EXPORT LAW COMPLIANCE.** Seller shall comply with all applicable export control laws and economic sanctions laws and regulations. The provisions of this clause shall include the export or import laws or regulations of any country or countries controlling or having jurisdiction over imports or exports covered or contemplated hereunder. Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees and other expenses arising from Seller's failure to comply with this clause.

**26. ANTI-CORRUPTION:**