

**Addendum to the Order**

**Academic Use Software Terms and Conditions**

Upon mutual execution of this Order, the terms and conditions referenced in this Order (“**Terms**”) shall be modified as set forth herein. In the event of a conflict between the terms and conditions of this Addendum and the Terms, the terms and conditions of this Addendum shall govern.

1. All references to “entity” shall mean “institution.”
2. Customer’s Subsidiaries may not Use the Licensed Materials provided under this Order.
3. The following definition shall be added to the Terms:

“**Fundamental Research**” means basic or applied research in science and engineering, where the resulting research (excluding any Cadence Confidential Information) is published and shared broadly within the scientific community. Customer shall not disclose any Cadence Confidential Information in connection with creating, performing or publishing Fundamental Research. Governmental definitions of fundamental research do not apply or modify the foregoing definition.

4. The definition of “Use” in Part II, Section 1 (Definitions) shall be deleted in its entirety and replaced with the following:

“**Use**” means copying all or any portion of Software, Design Elements and/or License Key into the Designated Equipment or transmitting it to the Designated Equipment for internally: (i) executing or processing instructions contained in the Software, (ii) using or executing any of the Design Elements, (iii) loading data into or displaying, viewing or extracting output results from or otherwise operating any portion of the Software or Design Elements; solely for the purpose of Customer’s non-commercial, nonproduction (a) educational instruction of its registered full time undergraduate and graduate students and (b) Fundamental Research, or (iv) with respect to Licensed Materials identified as “Cloud Passport”, hosting the Licensed Materials on a secure cloud service platform.

5. Part II, Section 3.3 (Restrictions) shall be deleted in its entirety and replaced with the following:

**3.3. Restrictions.** Customer shall not let the Licensed Materials be accessed or Used by third parties or anyone other than Customer’s employees, students and its employee instructors and employee researchers whose duties require such access or Use. Prior to any Use, Customer shall ensure that all such students, employee instructors and employee researchers have been informed of the conditions, restrictions and limitations in these Terms with respect to the Licensed Materials, and Customer shall be responsible to Cadence for the actions or omissions of such users’ as if they were the actions or omissions of Customer. Customer may not do any benchmarking (which means any form of competitive analysis of the Licensed Materials versus competitive tool products) of the Licensed Materials or the output of the Licensed Materials, nor permit any third party to do such benchmarking or use the output of the Licensed Materials for purposes of improving a competitive tool product. Customer shall ensure that none of the designs and output generated or validated through the Use of the Licensed Materials is licensed, sold, assigned or otherwise commercially exploited by Customer or any third party, or disclosed or transferred to any third party (except as expressly permitted in this Part II, Section 3.3 (Restrictions)), or used for any other purpose not expressly permitted by the definition of “Use.” Customer shall not Use or let the Licensed Materials be Used for the purposes of performing any research funded by a third party whereby that third party is to receive, is entitled to, or has the option to receive or purchase any commercial or production license or first refusal rights concerning ownership of or to any deliverable, resultant data, advice, guidance (including where Customer or its employees, students, instructors, or researchers are acting as consultants), or intellectual property provided by Customer’s employees, faculty,

students, or researchers for commercial or production purposes. Research for which the Licensed Materials may not be Used includes, but is not limited to, government-funded projects (whether U.S. or foreign), including but not limited to those funded by the Department of Defense, the Department of Commerce, and/or the CHIPS and Science Act, and similar projects or programs where: (1) the results of the program or project is primarily (i) for production use (whether commercial or governmental), (ii) to bolster manufacturing and production, or (iii) to develop technology for or on behalf of a government agency or (2) the government receives rights to use, or allow others to use, to the results or deliverables of the project or program commercially or for production purposes. Notwithstanding the preceding section, Customer may disclose the designs and output generated or validated through Use of the Licensed Materials under the following circumstances:

(a) Customer may disclose or transfer designs and output generated or validated through Use of the Licensed Materials to Academic Foundry Services (as defined below) solely under confidentiality restrictions and solely for the purpose of non-commercial prototype production. Such prototypes may be used solely for evaluation and measurement purposes and shall not be sold, assigned, transferred or otherwise commercially exploited. “**Academic Foundry Services**” means MOSIS Service at USC Information Sciences Institute, Europractice IC Service, CMP (Circuits Multi Projects/Multi-Project Circuits), Canadian Microelectronics Corporation, KAIST IDEC (IC Design Education Center (IDEC) at the Korea Advanced Institute of Science and Technology (KAIST), and Taiwan Semiconductor Research Institute (TSRI) of Taiwan. Requests made to Cadence to permit access by other foundries may be granted on a case-by-case basis at Cadence’s sole discretion.

(b) Customer may ship ICs/PCBs that incorporate the designs/output generated or validated by the Licensed Materials to a research institution for purposes of performing a non-commercial, Fundamental Research experiment; provided that (i) Customer shall not sell, license, assign or otherwise transfer such ICs/PCBs without entering into a separate agreement with Cadence regarding the designs/output incorporated into such ICs/PCBs, which agreement may be subject to payment of additional fees to Cadence, and (ii) Customer shall ensure that such ICs/PCBs shall be returned to Customer after the Fundamental Research experiment.

(c) Cadence reserves the right to, at its sole discretion, require the removal or redaction of any materials published by Customer in any academic publication, classroom materials, or media if it determines the materials have any tendency to reveal Cadence Confidential Information or violates the Use restrictions set forth in this Part II, Section 3.3 (Restrictions).

6. In addition to Cadence’s rights under Part II, Section 4.3 (Records; Audit), Customer shall maintain clear and accurate records of all research projects (including those performed by students) which are either fully or partially funded by a third party and which any Licensed Materials are used including records of the nature of the research, any rights granted to funding parties, whether and how the research will be published, and the amount of such funding. Upon reasonable notice, Cadence shall have the right to audit such records during regular business hours to confirm Customer’s compliance with its obligations under this Order.
7. For the purposes of this Addendum all references to “**Authorized Contractors**” shall mean authorized faculty and students of Customer teaching or enrolled in courses. Any Licensed Materials accessed remotely under Part I, Section 5 (Remote Access by Authorized Contractors) must be hosted on the Designed Equipment at a Customer facility and may only be accessed at a university facility or home office of Customer’s faculty members or students. For clarity, Authorized Contractors may include a third party cloud platform hosting the Licensed Materials pursuant to Part II, Section 1.23 (Use).
8. Maintenance Services are provided at Cadence’s sole discretion. All references to “**Maintenance Service(s)**” and Part II, Section 9 (Maintenance Services) shall be applicable to Customer only if Maintenance Services are provided by Cadence. Cadence may terminate, withhold, or limit such Maintenance Services at any time in Cadence’s sole discretion. All references to “**Maintenance Services Fees**” shall not apply to Customer.
9. All Designated Equipment shall be equipment located on the Customer’s educational campus at the “Sold To” address indicated in the Order.

10. If Cadence determines that Customer is not in compliance with the Terms, Cadence may terminate the virtual machine rights under Part II, Section 3.7 (Virtual Machines). At any time, Cadence may audit Customer's use of the virtual machines, including log files of the license servers, to ensure compliance with the terms and conditions of the Terms.
11. Customer shall appoint a professor or other employee (the "**Technical Liaison**") to serve as Customer's designated point of contact to Cadence, responsible for installing Licensed Materials on the Designated Equipment, attending Cadence's training courses and providing Cadence training to other university users, contacting Cadence's Hotline Support for any and all inquiries about the Licensed Materials from university users and acting as the sole liaison between Customer and Cadence on all matters concerning Customer's Use of the Licensed Materials. Customer shall provide Cadence with the email address and phone number for the Technical Liaison. Such email address must be a valid academic email address from the educational institution listed in the Order.
12. Customer shall post the Cadence logo on Customer's applicable department webpage that links to <https://cadence.com>. Customer shall have the option to maintain a publicly-accessible webpage detailing how the Licensed Materials are used by Customer. Customer shall ensure that Cadence has reviewed and approved all content related to Licensed Materials on the webpage. If requested by Cadence, Customer shall remove any Cadence-related content as requested by Cadence. Cadence may link to this webpage from the Cadence Academic Network page if approved.
13. If the Order includes the Cloud Model Terms and Conditions - Cloud Passport ("**Cloud Passport Addendum**") ([https://www.cadence.com/content/dam/cadence-www/global/en\\_US/documents/terms-and-conditions/Cadence-cloudpassport-v1.pdf](https://www.cadence.com/content/dam/cadence-www/global/en_US/documents/terms-and-conditions/Cadence-cloudpassport-v1.pdf)), then this Section 12 shall apply to Use of Licensed Materials:
  - (a) Customer is only permitted to use Google Cloud, Amazon Web Services, and Microsoft Azure cloud services platforms for hosting the Licensed Materials; and
  - (b) Part A, Section 1.3 (Fees for Cloud Licensed Materials) of the Cloud Passport Addendum shall not apply to this Order.