

MENTOR GRAPHICS TERMS AND CONDITIONS OF PURCHASE

Definitions:

- "Mentor Graphics" means Mentor Graphics (Ireland) Limited, unless otherwise specified in the signature block on this Order.
- "Order" means an order from Mentor Graphics in Mentor Graphics' standard format for the provision of goods and/or services which shall include and shall be subject to the terms and conditions set out herein.
- "Supplier" means the person, firm or company which accepts Mentor Graphics' Order.

1. **ACCEPTANCE OF ORDER.** Placement of this Order constitutes an offer to purchase the goods and services described herein (products) subject to the instructions, terms and conditions stated herein. Supplier's acceptance of this Order shall form a contract and is expressly limited to the instructions, terms and conditions stated herein. Supplier's commencement of performance under this Order shall constitute Supplier's unconditional acceptance of this Order. Mentor Graphics hereby objects to and rejects all terms and conditions contained in any Supplier quotation, acknowledgment, confirmation, invoice, counter-offer or other form that are additional to or different from those stated herein. By accepting this Order, Supplier agrees that all such additional or different terms and conditions are ineffective.
2. **PRICE AND PAYMENT.**
 - (a) **Price.** The price charged for each product ordered shall be the lower of (i) the price stated herein, and (ii) the price in effect on the date of delivery for the same or similar products of like quantity and quality.
 - (b) **Price Warranty.** Supplier warrants that the prices and discounts extended under this Order are no less favorable than the prices charged by Supplier in an equivalent transaction with another purchaser under similar conditions.
 - (c) **Payment.** Mentor Graphics will pay the purchase price within 45 days after receipt of proper invoice or within 45 days after Mentor Graphics' receipt and acceptance of the product, whichever is later.
 - (d) **Taxes.** Unless exempt, Mentor Graphics will bear all sales, VAT and use taxes properly imposed by international, national, federal, municipal or other local authorities in respect to this purchase, insofar as such taxes are invoiced by Supplier. Supplier shall be liable for all taxes and duties other than any sales tax, VAT and use tax applicable. Supplier shall promptly notify Mentor Graphics in writing of any proposed or contemplated assessment of additional taxes to be borne by Mentor Graphics as the result of any audit or other tax review by an applicable government agency, prior to payment of such taxes. Mentor Graphics' obligation to pay such additional tax is subject to such notification, which shall permit Mentor Graphics to review the findings of the alleged tax increase prior to Supplier's payment. Supplier shall take all necessary steps to secure the refund of all taxes paid by Mentor Graphics that are subsequently deemed inapplicable.
3. **DELIVERY.**
 - (a) **Delivery Schedule.** Time is of the essence in performance of Supplier's obligations under this Order. If Supplier's deliveries fail to meet the delivery schedule specified herein, Mentor Graphics, in addition to its other rights and remedies, may require Supplier to deliver the products in any manner necessary to speed delivery. Supplier will pay the difference between normal freight and any premium rates required. Supplier shall notify Mentor Graphics as soon as Supplier is aware that it will not meet the scheduled delivery date. Invoices received covering products delivered in advance of dates specified will not be paid until the appropriate period after the date specified for delivery unless Mentor Graphics has specifically authorized in writing such advance shipment.
 - (b) **Packing and Shipment.** Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Supplier shall pack products to ensure against damage from weather or transportation and in accordance with the requirements of common carriers. Mentor Graphics' Order number, line item number and the price, quantity, Supplier part number and Mentor Graphics part number of the product(s), as listed on this Order, shall be plainly marked on all invoices, packages, bills of lading, shipping orders and packing lists. Packing lists shall accompany each box or package shipment. Supplier will package all products that are static-sensitive in a manner consistent with industry standards for protection against electrostatic discharge. All product packaging supplied by Supplier shall be made from materials which do not utilize chlorofluorocarbons in the manufacturing process. Mentor Graphics may return to Supplier

without charge any product not properly packaged. Supplier will promptly replace such product with a properly packaged product.

- (c) **Risk of Loss and Title.** Unless otherwise specified herein, risk of loss and title to the product provided under the Order shall pass to Mentor Graphics upon delivery of the product by Supplier to the common carrier. Nothing herein shall be deemed to be any acceptance by Mentor Graphics that any product is of merchantable quality or fit for the purpose for which the product is intended and the rights of Mentor Graphics in this regard shall not in any way be prejudiced.
4. **WARRANTY.** Without prejudice to Mentor Graphics's other rights and remedies, Supplier warrants that, upon delivery, and for a minimum of one year following Mentor Graphics' acceptance of the product, each product ordered shall be free from defects in material and workmanship and shall perform fully in accordance with the attached specifications or, if none attached, with all applicable specifications of Supplier. Supplier shall promptly repair or replace nonconforming products at its sole expense (including all transportation costs).
5. **RETURN MATERIAL AUTHORIZATION.** If Supplier uses a return material authorization in connection with the return of a defective product, Supplier shall give such authorization to Mentor Graphics within two work days of Supplier's receipt of Mentor Graphics' notice that it intends to return the product.
6. **CHANGES.** Any changes in specifications, terms and conditions, or delivery shall be made only with the written consent of an authorized representative of Mentor Graphics.
7. **STOP WORK ORDER.** Mentor Graphics may at any time by written order to Supplier require Supplier to stop all or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Supplier, and for any further period to which the parties may agree. Within the 90 day period or within any extension of that period, Mentor Graphics shall without any liability either: (a) cancel the "Stop Work Order" and direct Supplier to resume work or (b) terminate the work covered by this Order.
8. **CANCELLATION.**
- (a) **For Convenience.** Mentor Graphics may without any penalty, charge or liability cancel this Order or any part hereof prior to acceptance of the products to be cancelled by serving upon Supplier a written notice no later than five (5) days before the scheduled shipment date.
- (b) **For Cause.** Mentor Graphics may in addition to any other available right or remedy cancel this Order or any part hereof at any time without any penalty, charge or liability if any of the following events occur: (a) Supplier fails to make delivery in accordance with the schedule specified herein, (b) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for appointment of a receiver or trustee or an assignment for the benefit of creditors or (c) Supplier otherwise fails to comply with any provision of this Order and such failure is not remedied within ten days after Mentor Graphics' notice thereof to Supplier.
9. **MENTOR GRAPHICS' PROPERTY.**
- (a) **Intellectual Property.** Mentor Graphics shall own all right, title and interest in all Property (including intellectual property) whether delivered, conceived or developed solely by Supplier or with the aid and assistance of Mentor Graphics as a result of this Purchase Order. The term "Property" includes all forms of such materials and information, including without limitation specifications, data, documents, drawings, files, input and output materials, media, ideas, inventions, derivatives of pre-existing copyrighted works, software in any format, source code, technical data, schematics, creative work, documents, manuals, procedures, processes, reports, inventions, discoveries, any and all derivative works, documentation, and any related material. All rights, title and interest to the Property resulting from the development by Supplier and its agents or assigns or combined development of Supplier and Mentor Graphics shall vest in Mentor Graphics and where this is not permitted by law, Supplier shall be deemed to grant an exclusive, permanent assignment of such rights to Mentor Graphics. Where assignment of any intellectual property rights in the Property is required by law to be in writing, Supplier shall promptly assign in writing to Mentor Graphics any such registered trademarks, registered industrial design copyright, or other interests that Supplier has in the Property and, in respect of registered intellectual property, notify the Irish Patents Office of such assignment. Supplier shall label all Property with a notice indicating evidence of Mentor Graphics' ownership.
- (b) **Special Tools.** If the price stated includes as a separate item the cost of any special tools acquired by Supplier for the purpose of filling this Order, such special tools shall become the property of Mentor Graphics and shall be properly and permanently identified by Supplier as such. Such special tools shall be disposed of as Mentor Graphics directs. Supplier shall, to Mentor Graphics' reasonable satisfaction, provide proper storage and maintenance of such special tools while in possession of Supplier. Mentor Graphics may inspect Supplier's facilities to assure compliance with this provision.
- (c) **Mentor Graphics Furnished Materials.** Supplier assumes all risk of loss or damage, howsoever arising, of all material furnished by Mentor Graphics to Supplier for use in performance of this Order.

10. **WORK ON MENTOR GRAPHICS' PREMISES.** If Supplier's performance of this Order involves work by Supplier on Mentor Graphics' premises, Supplier shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless Mentor Graphics, its directors, officers, employees and agents from any and all loss, suit, action or claim, including costs and legal fees, by reason of injury, including death, to any person or damage to property arising from or in connection with such performance and (b) procure and carry public liability and property damage insurance with limits of liability of not less than €1,000,000 per occurrence, with contractual liability endorsement and adequate employer's liability insurance which, where relevant, should be at least equal to any amount required under any worker's compensation act or other law, regulation or ordinance that may apply. Such public liability and property damage insurance shall also cover the operation of Supplier's vehicles used in the performance of Supplier's operations. Compliance herewith shall be verified by a Certificate of Insurance with appropriate endorsements sent to Mentor Graphics prior to Supplier commencing work on Mentor Graphics' premises.
11. **COMPLIANCE WITH LAWS AND REGULATIONS.**
- (a) **Compliance With Laws.** Supplier shall comply with all applicable international, national and local laws, rules and regulations. Supplier shall indemnify Mentor Graphics and its customers for loss or damage sustained because of Supplier's noncompliance with any laws. The products supplied under this Order shall be (and without limitation shall be accompanied by such operating and other instructions and information about any risk to life, health, safety or the environment arising out of their transport, handling, storage and use as are necessary for them to be) safe and free from defects and in accordance with transportation, environmental and consumer protection legislation and the Supplier shall comply with its obligations under all applicable health and safety, transportation, environmental legislation including, without limitation, the Liability for Defective Products Act, 1991, as amended;
- (b) **Additional Terms.** If any product ordered herein is purchased pursuant to or for incorporation into products sold under a contract or subcontract for the government of any country, the terms required to be inserted herein by that contract or subcontract shall be deemed to be a part of the terms and conditions of this Order and be amended accordingly.
- (c) **Supplier Furnished Information.** Supplier shall furnish to Mentor Graphics all information required by Mentor Graphics to enable Mentor Graphics to comply with the requirements of any government agency.
12. **INDEMNITIES AND LIMITATION OF LIABILITY.**
- (a) Supplier shall indemnify, hold harmless and keep Mentor Graphics harmless from and against any and all loss of whatsoever nature (including, but not limited to, direct and indirect loss, economic loss and consequential loss) and from and against any and all damages, costs, awards, proceedings, claims, demands, expenses (including legal expenses) and inconvenience incurred by or taken against Mentor Graphics as a result of the negligence, fault, error, omission, act or breach of Supplier or of its employees, staff, contractors, agents or representatives or for any breach of the terms and conditions of the Order whatsoever by Supplier.
- (b) MENTOR GRAPHICS SHALL NOT BE LIABLE FOR ANY SUITS, CLAIMS, JUDGEMENTS, AWARDS, EXPENSES, COSTS (INCLUDING LEGAL COSTS, DAMAGES, PROCEEDINGS OR LOSSES (INCLUDING WITHOUT LIMITATION, ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF BUSINESS, REVENUE OR PROFITS, LOSS OF USE OF DATA, LOSS OF REPUTATION OR GOODWILL OR ECONOMIC LOSS) OF WHATSOEVER NATURE HOWSOEVER ARISING INCURRED BY MENTOR GRAPHICS OR ANY OTHER PERSON PURSUANT TO THIS ORDER EVEN IF MENTOR GRAPHICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) Any obligations of Mentor Graphics and rights or remedies of Supplier arising under the Sale of Goods Acts 1893 and 1980 or the Sale of Goods and Supply of Services Act, 1980 are hereby excluded to the fullest extent permitted by law.
13. **CONFIDENTIALITY.**
- (a) All information and materials of whatsoever nature or kind which Mentor Graphics may have imparted and may from time to time impart to Supplier or which Supplier may acquire in providing the products to Mentor Graphics, is proprietary to Mentor Graphics and strictly confidential. Supplier agrees that it will not at any time disclose such confidential information to any third party without Mentor Graphics' prior written consent or use such confidential information for any purpose other than the performance of the Order without Mentor Graphics' prior written consent.
- (b) Supplier shall not use in marketing, advertising or otherwise the name of Mentor Graphics in any form without the prior written agreement of Mentor Graphics.

- (c) Supplier will procure and ensure that each of its employees, agents, sub-contractors and advisers will comply with the provisions contained in this Section 13.
- (d) This Section 13 shall survive the lapse, expiry or termination of the Order. Confidential information, as described in Section 13 (a) shall not include any information which Supplier independently and lawfully knew before Mentor Graphics disclosed it to Supplier and Supplier is able to verify same.
- (e) Unless otherwise agreed in writing by authorised representatives of Mentor Graphics and Supplier, no commercial or technical information disclosed in any manner or at any time by Supplier to Mentor Graphics shall be deemed secret or confidential and Supplier shall have no rights against Mentor Graphics with respect thereto except such rights as may exist under any applicable intellectual property law.

14. **PATENTS, COPYRIGHTS, TRADE SECRETS AND OTHER PROPRIETARY RIGHTS.**

- (a) **Warranty of Noninfringement.** Supplier warrants that the product(s) (including without limitation each component and any unit or part thereof) provided under this Order, and the use thereof, will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party.
- (b) **Indemnification.** In the event of any claim by a third party against Mentor Graphics asserting or involving a patent, copyright, trade secret, or proprietary right violation involving any product acquired by Mentor Graphics under this Order, Supplier will defend, at its expense, and will indemnify and hold harmless Mentor Graphics against all loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful, provided that Supplier is notified by Mentor Graphics in writing within a reasonable time after Mentor Graphics first receives written notice of any such claim, action, or allegation of infringement.
- (c) **Injunction.** In the event an injunction or order shall be obtained against Mentor Graphics' use of the product by reason of the allegations, or if in Supplier's opinion the product is likely to become the subject of a claim of infringement or violation of a patent, copyright, trade secret or other proprietary right of a third party, Supplier shall, at its option and its expense: (a) procure for Mentor Graphics the right to continue using the product, (b) replace or modify the same so that it becomes noninfringing (which modification or replacement shall not adversely affect the specifications for or the use or operation by Mentor Graphics of the product) or (c) if neither (a) nor (b) above is reasonably available, remove the product and all other Supplier-supplied products with which the infringing product is integrated, refund the price and all associated transportation costs paid therefor by Mentor Graphics, and secure a release of Mentor Graphics from any further liability.

15. **MISCELLANEOUS PROVISIONS.**

- (a) **Force Majeure.** Neither party shall be liable for delays or defaults due to fire, windstorm, riot, act of God, act of the public enemy, or, except for defaults or delays by subcontractors, other similar unforeseeable cause beyond the reasonable control and without the fault or negligence of the party incurring such delay. Supplier shall notify Mentor Graphics in writing of the existence of such cause immediately after the commencement of the delay or default.
- (b) **Governing Law.** This Order shall be governed by and compliant with the laws of Ireland interpreted in accordance with the laws, excluding choice of law rules, of Ireland and Irish law shall apply to the Order. Any dispute arising under this Order shall be subject to the jurisdiction of the courts of Ireland. Mentor Graphics and Supplier each submits to the exclusive jurisdiction of the Irish Courts.
- (c) **Non-Assignment.** This Order is not assignable in whole or in part by Supplier without the prior written consent of Mentor Graphics.
- (d) **Non-Waiver.** The failure of either party to exercise any of its rights under this Order shall not constitute a waiver of such rights.
- (e) **Legal Fees.** If either party commences litigation to enforce any provision of this Order, the prevailing party shall be entitled to recover reasonable legal fees and costs at trial and upon appeal.

16. **ELECTRONIC ORDERS.** Mentor Graphics' Purchase Orders may be placed in writing or by electronic means. Electronic transactions shall be deemed to satisfy any legal formalities requiring that agreements be in writing in accordance with the Electronic Commerce Act, 2000.

17. **ENTIRE AGREEMENT.** This Order and its attachments set forth the entire agreement between the parties and supersede all prior and contemporaneous agreements, discussions, oral communications, documentation, correspondence and understandings, express or implied.