

IMPORTANT INFORMATION

重要信息

USE OF ALL SOFTWARE IS SUBJECT TO LICENSE RESTRICTIONS. CAREFULLY READ THIS LICENSE AGREEMENT BEFORE USING THE PRODUCTS. USE OF SOFTWARE INDICATES CUSTOMER'S COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. ANY ADDITIONAL OR DIFFERENT PURCHASE ORDER TERMS AND CONDITIONS SHALL NOT APPLY.

所有软件使用均存在许可限制。请在使用产品之前仔细阅读本许可协议。使用软件表明客户完全且无条件接受本协议所列之条款和条件。任何补充或不同采购订单中的条款和条件不得适用。

END-USER LICENSE AGREEMENT (“Agreement”)

最终用户许可协议 (“协议”)

This is a legal agreement concerning the use of Software (as defined in Section 2) and hardware (collectively “Products”) between the company acquiring the Products (“Customer”), and the Mentor Graphics entity that issued the corresponding quotation or, if no quotation was issued, the applicable local Mentor Graphics entity (“Mentor Graphics”). Except for license agreements related to the subject matter of this license agreement which are physically signed by Customer and an authorized representative of Mentor Graphics, this Agreement and the applicable quotation contain the parties' entire understanding relating to the subject matter and supersede all prior or contemporaneous agreements. If Customer does not agree to these terms and conditions, promptly return or, in the case of Software received electronically, certify destruction of Software and all accompanying items within five days after receipt of Software and receive a full refund of any license fee paid.

本协议是关于使用软件（定义见第2条）和硬件（合称为“产品”）的有法律约束力的协议，由购买产品的公司（“客户”），和发出相应报价单的 Mentor Graphics 实体或（没有报价单的情况下）适用的 Mentor Graphics 本地实体（“Mentor Graphics”）签署。除客户和 Mentor Graphics 授权代表实际签署的与本许可协议主题事宜相关的许可协议之外，本协议和适用的报价单构成双方之间关于主题事项的完整谅解，并取代所有在前的或同时的协议。如客户不同意这些条款和条件，请立即退还产品，如软件是以电子形式接受的，则确保在收到软件之后五天内销毁软件和所有的附属件，并将就已支付的任何许可费获得完全的退款。

1. ORDERS, FEES AND PAYMENT.

订单、费用和支付。

1.1 To the extent Customer (or if agreed by Mentor Graphics, Customer's appointed third party buying agent) places and Mentor Graphics accepts purchase orders pursuant to this Agreement (“Order(s)”), each Order will constitute a contract between Customer and Mentor Graphics, which shall be governed solely and exclusively by the terms and conditions of this Agreement, any applicable addenda and the applicable quotation, whether or not these documents are referenced on the Order. Any additional or conflicting terms and conditions appearing on an Order will not be effective unless agreed in writing by an authorized representative of Customer and Mentor Graphics.

在客户（或经 Mentor Graphics 同意，客户指定的第三方采购代理）根据本协议下达且 Mentor Graphics 根据本协议接受采购订单（“订单”）的范围内，每个订单应构成客户和 Mentor Graphics 之间的一个合同，并应单独和排他地遵守本协议条款和条件、附件和适用的报价，无论该订单是否引用了这些文件。订单上出现的任何补充或冲突的条款不得有效，除非客户和 Mentor Graphics 的授权代表书面同意。

1.2 Amounts invoiced will be paid, in the currency specified on the applicable invoice, within 30 days from the date of such invoice. Any past due invoices will be subject to the imposition of interest charges in the amount of one and one-half percent per month or the applicable legal rate currently in effect, whichever is lower. Prices do not include freight, insurance, customs duties, taxes or other similar charges, which Mentor

Graphics will state separately in the applicable invoice(s). Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Mentor Graphics will invoice Customer for all applicable taxes including, but not limited to, VAT, GST, sales tax and service tax. Customer will make all payments free and clear of, and without reduction for, any withholding or other taxes; any such taxes imposed on payments by Customer hereunder will be Customer's sole responsibility. If Customer appoints a third party to place purchase orders and/or make payments on Customer's behalf, Customer shall be liable for payment under Orders placed by such third party in the event of default.

发票金额应在该发票开票日后 30 天内以发票上明确的货币支付。任何过去到期的发票应被课以每月百分之一点五的利息，或当时有效的法定利息，以较低者为准。价格不包括运费、保险、关税、税费或 Mentor Graphics 在相关发票上另行列明的其它类似收费。Mentor Graphics 应将所有的适用的税（包括但不限于增值税、消费税、销售税和服务税）对客户开具发票，除非及时收到一份有效的免税证明或其它证据以证明产品为免税的。客户应使其所有的支付免于、避免且不得被扣除任何代扣税或其它税；本协议下对客户付款所征收的该等税均应为客户单独的责任。如客户指定第三方代表客户下达采购订单和/或付款，在违约的情形下客户应对该第三方所下订单之下的付款承担责任。

1.3 All Products are delivered FCA factory (Incoterms 2000), freight prepaid and invoiced to Customer, except Software delivered electronically, which shall be deemed delivered when made available to Customer for download. Mentor Graphics retains a security interest in all Products delivered under this Agreement, to secure payment of the purchase price of such Products, and Customer agrees to sign any documents that Mentor Graphics determines to be necessary or convenient for use in filing or perfecting such security interest. Mentor Graphics' delivery of Software by electronic means is subject to Customer's provision of both a primary and an alternate e-mail address.

所有产品应以 FCA factory 条件交货（国际贸易术语解释通则 2000 年版），运费预付并向客户开具发票，以电子形式交付的软件除外，该软件应在提供给客户可供其下载时视为已交货。为保证该等产品购买价格的支付，Mentor Graphics 对本协议下交付的所有产品享有担保权益，客户同意签署 Mentor Graphics 认为备案或完成该等担保权益所必需，或为方便备案或完成该等担保权益所使用的任何文件。

2. GRANT OF LICENSE. The software installed, downloaded, or otherwise acquired by Customer under this Agreement, including any updates, modifications, revisions, copies, documentation and design data ("Software") are copyrighted, trade secret and confidential information of Mentor Graphics or its licensors, who maintain exclusive title to all Software and retain all rights not expressly granted by this Agreement. Mentor Graphics grants to Customer, subject to payment of applicable license fees, a nontransferable, nonexclusive license to use Software solely: (a) in machine-readable, object-code form (except as provided in Subsection 5.2); (b) for Customer's internal business purposes; (c) for the term of the license; and (d) on the computer hardware and at the site authorized by Mentor Graphics. A site is restricted to a one-half mile (800 meter) radius. Customer may have Software temporarily used by an employee for telecommuting purposes from locations other than a Customer office, such as the employee's residence, an airport or hotel, provided that such employee's primary place of employment is the site where the Software is authorized for use. Mentor Graphics' standard policies and programs, which vary depending on Software, license fees paid or services purchased, apply to the following: (a) relocation of Software; (b) use of Software, which may be limited, for example, to execution of a single session by a single user on the authorized hardware or for a restricted period of time (such limitations may be technically implemented through the use of authorization codes or similar devices); and (c) support services provided, including eligibility to receive telephone support, updates, modifications, and revisions. For the avoidance of doubt, if Customer requests any change or enhancement to Software, whether in the course of receiving support or consulting services, evaluating Software, performing beta testing or otherwise, any inventions, product improvements, modifications or developments made by Mentor Graphics (at Mentor Graphics' sole discretion) will be the exclusive property of Mentor Graphics.

许可的授予。客户在本协议下安装、下载或以其它形式获得的软件，包括任何其更新、修正、修改、副本、文件和设计数据（“软件”），为 Mentor Graphics 或其许可方版权所有，且为 Mentor Graphics 或其许可方的商业秘密和保密信息。Mentor Graphics 或其许可方对所有软件享有排他的所有权，且保留本协议未明确

授予的所有权利。在客户支付相关的许可费的前提下，Mentor Graphics 授予客户一项不可转让、非独占、且在以下条件下使用软件的许可：(a) 机读的、目标代码形式 (第 5.2 款规定的除外) 的软件；(b) 为客户内部业务目的使用；(c) 在该许可的期限内使用；以及 (d) 在计算机硬件上，且位于 Mentor Graphics 公司授权的场地内使用。一个场地限制在半径为一英里半 (800 米) 的范围内。客户可为远程办公的目的让软件暂时由其雇员在客户办公室之外的场所使用，如雇员的住所、机场或旅馆，但该雇员的主要雇佣地点应为软件被授权使用的场地。Mentor Graphics 的标准政策和程序 (根据不同的软件而有所不同)、支付的许可费或购买的服务，适用以下规定：(a) 软件的重置；(b) 可能被限制的软件使用，例如，一次仅允许单个用户在授权的硬件上进行操作或时间限制 (该等限制在技术上可通过授权代码或类似设施加以实施)；以及 (c) 支持服务，前提是有资格接受电话支持、更新、修改和修正。为免生疑问，如果客户要求对软件进行任何改变或提高，无论是在接受支持或咨询服务、评估软件、进行 beta 测试或其他过程中提出的，(经 Mentor Graphics 公司自行决定) 由 Mentor Graphics 公司作出的任何发明、产品改进、修改或开发应为 Mentor Graphics 的专属财产。

3. ESC SOFTWARE. If Customer purchases a license to use development or prototyping tools of Mentor Graphics' Embedded Software Channel ("ESC"), Mentor Graphics grants to Customer a nontransferable, nonexclusive license to reproduce and distribute executable files created using ESC compilers, including the ESC run-time libraries distributed with ESC C and C++ compiler Software that are linked into a composite program as an integral part of Customer's compiled computer program, provided that Customer distributes these files only in conjunction with Customer's compiled computer program. Mentor Graphics does NOT grant Customer any right to duplicate, incorporate or embed copies of Mentor Graphics' real-time operating systems or other embedded software products into Customer's products or applications without first signing or otherwise agreeing to a separate agreement with Mentor Graphics for such purpose.

ESC 软件。 如果客户购买了使用 Mentor Graphics 嵌入式软件渠道 ("ESC") 的开发或原型工具的，Mentor Graphics 授予客户一项不可转让，非独占的许可，以复制和分配使用 ESC 编译器创建的可执行文件，包括随 ESC C 和 C + +编译器软件 (该软件作为客户编制的计算机程序的组成部分而连接到一个复合程序中) 分配的 ESC 实时运行库，但前提是客户应仅在与其编译的计算机程序一起使用时分配这些文件。Mentor Graphics 公司未授予客户任何权利复制 Mentor Graphics 的实时操作系统、或将 Mentor Graphics 的实时操作系统或其它嵌入式软件产品合并或嵌入到客户的产品或应用中，除非事先签署或以其它方式与 Mentor Graphics 就上述目的达成单独的协议。

4. BETA CODE. 测试代码。

4.1 Portions or all of certain Software may contain code for experimental testing and evaluation ("Beta Code"), which may not be used without Mentor Graphics' explicit authorization. Upon Mentor Graphics' authorization, Mentor Graphics grants to Customer a temporary, nontransferable, nonexclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by Mentor Graphics. This grant and Customer's use of the Beta Code shall not be construed as marketing or offering to sell a license to the Beta Code, which Mentor Graphics may choose not to release commercially in any form.

部分或所有某些软件可能包含实验性测试和评估代码 ("Beta 代码")，未经 Mentor Graphics 的明确授权不得使用。经 Mentor Graphics 授权，Mentor Graphics 授予客户一个临时的，不可转让，非独占的许可，允许客户在 Mentor Graphics 指定的有限时间内，为实验性使用之目的免费测试和评估 Beta 代码。该等授权以及客户对 Beta 代码的使用，不得被解释为推广 Beta 代码的许可或提供其销售，Mentor Graphics 可选择不将其进行任何形式的商业化。

4.2 If Mentor Graphics authorizes Customer to use the Beta Code, Customer agrees to evaluate and test the Beta Code under normal conditions as directed by Mentor Graphics. Customer will contact Mentor Graphics periodically during Customer's use of the Beta Code to discuss any malfunctions or suggested improvements.

Upon completion of Customer's evaluation and testing, Customer will send to Mentor Graphics a written evaluation of the Beta Code, including its strengths, weaknesses and recommended improvements.

如 Mentor Graphics 授权客户使用该 Beta 代码，客户同意根据 Mentor Graphics 的指示，在正常环境下评估和测试 Beta 代码。在客户使用 Beta 代码期间，客户将定期在联系 Mentor Graphics 以讨论任何故障或改进建议。客户完成评价和测试后，客户应向 Mentor Graphics 发送一份书面的 Beta 代码评估，包括其优势，弱点和改进建议。

4.3 Customer agrees to maintain Beta Code in confidence and shall restrict access to the Beta Code, including the methods and concepts utilized therein, solely to those employees and Customer location(s) authorized by Mentor Graphics to perform beta testing. Customer agrees that any written evaluations and all inventions, product improvements, modifications or developments that Mentor Graphics conceived or made during or subsequent to this Agreement, including those based partly or wholly on Customer's feedback, will be the exclusive property of Mentor Graphics. Mentor Graphics will have exclusive rights, title and interest in all such property. The provisions of this Subsection 4.3 shall survive termination of this Agreement.

客户同意对 beta 代码保密，包括其中使用的方法和概念，并应限制对 beta 代码的接触，仅有获 Mentor Graphics 公司授权进行 beta 测试的员工在经授权的客户场所才能接触 beta 代码。客户同意，任何书面评测，以及在本协议期间或之后 Mentor Graphics 构思或作出所有发明、产品改进、修改或开发（包括部分或全部基于客户反馈所作出的），均应为 Mentor Graphics 的专属财产。Mentor Graphics 应拥有该等财产的排他性权利、所有权和利益。本 4.3 款的规定在本协议终止后应继续有效。

5. RESTRICTIONS ON USE.

使用限制

5.1 Customer may copy Software only as reasonably necessary to support the authorized use. Each copy must include all notices and legends embedded in Software and affixed to its medium and container as received from Mentor Graphics. All copies shall remain the property of Mentor Graphics or its licensors. Customer shall maintain a record of the number and primary location of all copies of Software, including copies merged with other software, and shall make those records available to Mentor Graphics upon request. Customer shall not make Products available in any form to any person other than Customer's employees and on-site contractors, excluding Mentor Graphics competitors, whose job performance requires access and who are under obligations of confidentiality. Customer shall take appropriate action to protect the confidentiality of Products and ensure that any person permitted access does not disclose or use it except as permitted by this Agreement. Customer shall give Mentor Graphics written notice of any unauthorized disclosure or use of the Products as soon as Customer learns or becomes aware of such unauthorized disclosure or use. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, Customer shall not reverse-assemble, reverse-compile, reverse-engineer or in any way derive any source code from Software. Log files, data files, rule files and script files generated by or for the Software (collectively "Files"), including without limitation files containing Standard Verification Rule Format ("SVRF") and Tcl Verification Format ("TVF") which are Mentor Graphics' proprietary syntaxes for expressing process rules, constitute or include confidential information of Mentor Graphics. Customer may share Files with third parties, excluding Mentor Graphics competitors, provided that the confidentiality of such Files is protected by written agreement at least as well as Customer protects other information of a similar nature or importance, but in any case with at least reasonable care. Customer may use Files containing SVRF or TVF only with Mentor Graphics products. Under no circumstances shall Customer use Software or Files or allow their use for the purpose of developing, enhancing or marketing any product that is in any way competitive with Software, or disclose to any third party the results of, or information pertaining to, any benchmark.

为了向经授权的使用提供支持，客户可仅在合理需要的情况下复制软件。每个副本必须包含从 Mentor Graphics 获得该软件时已嵌入软件中，或附随在软件的媒介和容器中的所有通知和说明。软件的所有副本应仍为 Mentor Graphics 或者其许可方的财产。客户应记录所有软件副本（包括与其他软件合并的副本）的数量和主要分布地点，并在 Mentor Graphics 要求时提供这些记录。客户不得以任何形式向客户的雇员和现场的服务商（不包括 Mentor Graphics 竞争对手）之外的任何人提供产品。客户的雇员和现场的服务商，其工作职能要

求其接触产品，且其受保密义务约束。客户应采取适当措施保护产品的机密性，并确保获准接触的任何人除非经本协议允许，不得披露或使用。如有任何未经授权的披露或使用的，客户在得知或获悉该等未经授权的披露或使用之后应尽快向 Mentor Graphics 提供书面通知。除适用的当地强制性法律为了互通性之目的而另有规定之外，客户不得反向组装、反向编译、反向工程，或以任何方式获得软件的源代码。软件生成的，或为软件而生成的日志文件、数据文件、规则文件和脚本文件（统称为“文件”），包括但不限于包含标准验证规则格式（“SVRF”）和 Tcl 验证格式（“TVF”）（上述格式为 Mentor Graphics 专有的用以表达工艺规则的语法）的文件，构成 Mentor Graphics 的保密信息，或包含了 Mentor Graphics 的保密信息。客户可与除 Mentor Graphics 的竞争者之外的第三方分享文件，但前提是应以书面协议的方式保护该等文件机密性，其保密程度不得低于客户保护其它类似性质或重要性的文件的程度，且任何情况下不得低于合理谨慎的程度。客户仅可将含有 SVRF 或 TVF 的文件用于 Mentor Graphics 产品。在任何情况下，客户均不得为了开发、提高或推广以任何方式与软件或产品相竞争的产品而使用软件或产品，或允许该等使用，或向任何第三方披露任何基准测试的结果或关于任何基准测试的信息。

5.2 If any Software or portions thereof are provided in source code form, Customer will use the source code only to correct software errors and enhance or modify the Software for the authorized use. Customer shall not disclose or permit disclosure of source code, in whole or in part, including any of its methods or concepts, to anyone except Customer's employees or contractors, excluding Mentor Graphics competitors, with a need to know. Customer shall not copy or compile source code in any manner except to support this authorized use.

如果任何软件或其中的某些部分以源代码形式提供的，为了使用经授权的软件，客户仅可在纠正软件错误，提高或修改软件时使用源代码。客户不得将全部或部分源代码，包括其任何方法或概念，披露或允许披露给除客户的雇员或服务商（不包括 Mentor Graphics 的竞争对手）之外的任何人。客户不得以任何方式复制或编译源代码，除非为支持该等授权使用而进行复制或编译。

5.3 Customer may not assign this Agreement or the rights and duties under it, or relocate, sublicense or otherwise transfer the Products, whether by operation of law or otherwise (“Attempted Transfer”), without Mentor Graphics' prior written consent and payment of Mentor Graphics' then-current applicable relocation and/or transfer fees. Any Attempted Transfer without Mentor Graphics' prior written consent shall be a material breach of this Agreement and may, at Mentor Graphics' option, result in the immediate termination of the Agreement and/or the licenses granted under this Agreement. The terms of this Agreement, including without limitation the licensing and assignment provisions, shall be binding upon Customer's permitted successors in interest and assigns.

未经 Mentor Graphics 的事先书面同意并支付 Mentor Graphics 当时适用的重置和/或转让费，客户不得转让本协议或本协议下的权利和义务，或重置、再许可或转让产品，无论依据法律或以其它形式（“试图转让”）。任何未经 Mentor Graphics 事先书面同意的试图转让应是对本协议的实质性违反，且根据 Mentor Graphics 的选择，可产生立即终止本协议和/或本协议下授予的许可之结果。本协议的条款，包括但不限于许可和转让的规定，将约束允许的客户的利益继承人和受让人。

5.4 The provisions of this Section 5 shall survive the termination of this Agreement.

第 5 条的规定在本协议终止后应继续有效。

6. SUPPORT SERVICES. To the extent Customer purchases support services, Mentor Graphics will provide Customer updates and technical support for the Products, at the Customer site(s) for which support is purchased, in accordance with Mentor Graphics' then current End-User Support Terms located at <http://supportnet.mentor.com/about/legal/>.

支持服务。 在客户购买的支持服务范围内，Mentor Graphics 将在购买支持服务的客户场所，根据 Mentor Graphics 当时的《最终用户支持条款》（置于网页 <http://supportnet.mentor.com/about/legal/>），向客户提供产品更新和技术支持。

7. AUTOMATIC CHECK FOR UPDATES; PRIVACY. Technological measures in Software may communicate with servers of Mentor Graphics or its contractors for the purpose of checking for and notifying the user of updates and to ensure that the Software in use is licensed in compliance with this Agreement. Mentor Graphics will not collect any personally identifiable data in this process and will not disclose any data collected to any third party without the prior written consent of Customer, except to Mentor Graphics' outside attorneys or as may be required by a court of competent jurisdiction.

自动查看更新；隐私。 软件中的技术措施可与 Mentor Graphics 或其服务商的服务器联通，查看更新并通知用户，以确保使用中的软件符合本协议的许可。Mentor Graphics 在此过程中不会收集任何个人身份资料，且未经客户事先书面同意，不会向任何第三方披露获取的任何数据，但向 Mentor Graphics 的外部律师披露或可能经有管辖权的法院要求而披露的除外。

8. LIMITED WARRANTY.

有限保证

8.1 Mentor Graphics warrants that during the warranty period its standard, generally supported Products, when properly installed, will substantially conform to the functional specifications set forth in the applicable user manual. Mentor Graphics does not warrant that Products will meet Customer's requirements or that operation of Products will be uninterrupted or error free. The warranty period is 90 days starting on the 15th day after delivery or upon installation, whichever first occurs. Customer must notify Mentor Graphics in writing of any nonconformity within the warranty period. For the avoidance of doubt, this warranty applies only to the initial shipment of Software under an Order and does not renew or reset, for example, with the delivery of (a) Software updates or (b) authorization codes or alternate Software under a transaction involving Software remix. This warranty shall not be valid if Products have been subject to misuse, unauthorized modification or improper installation. MENTOR GRAPHICS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE, AT MENTOR GRAPHICS' OPTION, EITHER (A) REFUND OF THE PRICE PAID UPON RETURN OF THE PRODUCTS TO MENTOR GRAPHICS OR (B) MODIFICATION OR REPLACEMENT OF THE PRODUCTS THAT DO NOT MEET THIS LIMITED WARRANTY, PROVIDED CUSTOMER HAS OTHERWISE COMPLIED WITH THIS AGREEMENT. MENTOR GRAPHICS MAKES NO WARRANTIES WITH RESPECT TO: (A) SERVICES; (B) PRODUCTS PROVIDED AT NO CHARGE; OR (C) BETA CODE; ALL OF WHICH ARE PROVIDED "AS IS."

Mentor Graphics 保证，在保证期内，正确安装，且接受其标准、一般支持的产品，将实质性符合适用的用户手册中规定的功能规格。Mentor Graphics 不保证产品将满足客户的要求，或产品的运行没有任何中断或错误。保证期为交货后第 15 天或安装之日（以首先发生者为准）起 90 天。客户必须将保证期限内的任何不符情况书面通知 Mentor Graphics。为免生疑问，本保证仅适用于订单下软件的首次发运，而不适用于软件的更新或重置，例如（a）交付软件更新；或（b）在涉及软件重新组合的处理中，交付授权代码或替代软件。如果产品已发生误用、未经授权的修改或安装不当，本保证条款应无效。**Mentor Graphics 的全部责任和客户的排他性救济应为以下任何一种（Mentor Graphics 有权选择）：（A）在向 Mentor Graphics 退还产品后，返还已支付的价款或（B）维修或更换不符合本有限保证条款的产品，但前提是客户遵守本协议的其它规定。就下列各项 Mentor Graphics 未提供任何担保：（A）服务；（B）免费提供的产品；或（C）BETA 代码；上述各项均按“现况”提供。**

8.2 THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE EXCLUSIVE. NEITHER MENTOR GRAPHICS NOR ITS LICENSORS MAKE ANY OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT. MENTOR GRAPHICS AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

在第 8 条中所规定的保证是排他性的。对于根据本协议所提供的产品，Mentor Graphics 或其许可方均未作出任何其它明示、暗示或法定的保证。Mentor Graphics 和其许可方尤其明确否认对适销性、符合特定用途和未侵犯知识产权的任何暗示保证。

9. LIMITATION OF LIABILITY. EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL MENTOR GRAPHICS OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF MENTOR GRAPHICS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MENTOR GRAPHICS' OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT RECEIVED FROM CUSTOMER FOR THE HARDWARE, SOFTWARE LICENSE OR SERVICE GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, MENTOR GRAPHICS AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER. THE PROVISIONS OF THIS SECTION 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

责任限制。除非本责任排除或限制的条款根据适用法律无效或失效，在任何情况下 Mentor Graphics 或其许可方均不为间接、特殊、附带或结果性的损失（包括利润或储蓄的损失）负责，无论该等损失基于合同、侵权或任何其它法律理论，即使 Mentor Graphics 或其许可方已被告知发生此类损失的可能性。在任何情况下，Mentor Graphics 或其许可方的法律责任不得超过客户为发生权利请求的硬件，软件许可或服务而支付的金额。在没有支付金额的情况下，Mentor Graphics 和其许可方不得承担任何损害赔偿的责任。本第 9 条的规定在本协议的终止后应继续有效。

10. HAZARDOUS APPLICATIONS. CUSTOMER ACKNOWLEDGES IT IS SOLELY RESPONSIBLE FOR TESTING ITS PRODUCTS USED IN APPLICATIONS WHERE THE FAILURE OR INACCURACY OF ITS PRODUCTS MIGHT RESULT IN DEATH OR PERSONAL INJURY (“HAZARDOUS APPLICATIONS”). NEITHER MENTOR GRAPHICS NOR ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF MENTOR GRAPHICS PRODUCTS IN OR FOR HAZARDOUS APPLICATIONS. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

危险应用。客户承认将对测试其用于应用的产品单独负责，该等应用在其产品发生故障或不精准的情况下可能导致死亡或人身伤害（“危险应用”）。Mentor Graphics 或其许可方不应在危险应用中使用，或为了危险应用而使用 Mentor Graphics 产品所导致的，或与之有关的任何损害承担责任。本第 10 条的规定在本协议的终止后应继续有效。

11. INDEMNIFICATION. CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS MENTOR GRAPHICS AND ITS LICENSORS FROM ANY CLAIMS, LOSS, COST, DAMAGE, EXPENSE OR LIABILITY, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF PRODUCTS AS DESCRIBED IN SECTION 10. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

补偿。客户同意赔偿并使 Mentor Graphics 及其许可方免受因第 10 条所述的产品使用而导致的，或与之有关的何权利请求、损失、费用、损害赔偿、开支或责任的影响，包括律师费。本第 11 条的规定在本协议的终止后应继续有效。

12. INFRINGEMENT.

侵权

12.1 Mentor Graphics will defend or settle, at its option and expense, any action brought against Customer in the United States, Canada, Japan, or member state of the European Union which alleges that any standard, generally supported Product acquired by Customer hereunder infringes a patent or copyright or misappropriates a trade secret in such jurisdiction. Mentor Graphics will pay costs and damages finally awarded against Customer that are attributable to the action. Customer understands and agrees that as conditions to Mentor Graphics' obligations under this section Customer must: (a) notify Mentor Graphics promptly in writing of the action; (b) provide Mentor Graphics all reasonable information and assistance to settle or defend the action; and (c) grant Mentor Graphics sole authority and control of the defense or settlement of the action.

如客户在美国、加拿大、日本或欧盟成员国境内被起诉，且客户根据本协议采购并接受标准、一般支持的任何产品在该管辖区内被指控侵犯专利、版权或盗用商业秘密的，Mentor Graphics 在任何该等诉讼中将自行选择并承担费用，进行抗辩或和解。Mentor Graphics 公司将支付客户在该等诉讼中被最终判决承担的开支和损害赔偿。客户理解并同意，作为在本条下 Mentor Graphics 义务的条件，客户必须：(a) 将该等诉讼立即通知 Mentor Graphics；(b) 向 Mentor Graphics 提供一切合理的信息，并协助对诉讼进行和解或抗辩；以及 (c) 唯一授权 Mentor Graphic 控制该诉讼的和解或抗辩。

12.2 If a claim is made under Subsection 12.1 Mentor Graphics may, at its option and expense, (a) replace or modify the Product so that it becomes noninfringing; (b) procure for Customer the right to continue using the Product; or (c) require the return of the Product and refund to Customer any purchase price or license fee paid, less a reasonable allowance for use.

如权利请求根据第 12.1 款提出，Mentor Graphics 可自行选择并承担费用：(a) 更换或维修产品，使之成为非侵权；(b) 为客户购买可继续使用该产品的权利；或 (c) 要求退回产品，并在扣除合理的使用费后，将已支付的购买价款和许可费返还给客户。

12.3 Mentor Graphics has no liability to Customer if the action is based upon: (a) the combination of Software or hardware with any product not furnished by Mentor Graphics; (b) the modification of the Product other than by Mentor Graphics; (c) the use of other than a current unaltered release of Software; (d) the use of the Product as part of an infringing process; (e) a product that Customer makes, uses, or sells; (f) any Beta Code or Product provided at no charge; (g) any software provided by Mentor Graphics' licensors who do not provide such indemnification to Mentor Graphics' customers; or (h) infringement by Customer that is deemed willful. In the case of (h), Customer shall reimburse Mentor Graphics for its reasonable attorney fees and other costs related to the action.

如诉讼基于任何以下情形，Mentor Graphics 公司对客户没有任何责任：(a) 软件或硬件与非由 Mentor Graphics 提供的任何产品进行组合；(b) Mentor Graphics 之外的他人对产品进行了修改；(c) 使用现有的未经改变的软件发布之外的软件；(d) 作为侵权过程的一部分而使用产品；(e) 客户制造、使用或销售的产品；(f) 免费提供的任何 Beta 代码或产品；(g) 由 Mentor Graphics 的许可方提供的任何软件，且该许可方未向 Mentor Graphics 的客户提供该等补偿；或 (h) 客户被认为是故意侵权。在 (h) 项下，客户应偿还 Mentor Graphics 其有关诉讼的合理的律师费和其它开支。

12.4 THIS SECTION 12 IS SUBJECT TO SECTION 9 ABOVE AND STATES THE ENTIRE LIABILITY OF MENTOR GRAPHICS AND ITS LICENSORS FOR DEFENSE, SETTLEMENT AND DAMAGES, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY PRODUCT PROVIDED UNDER THIS AGREEMENT.

本第 12 条受上述第 9 条的制约，并声明了 Mentor Graphics 及其许可方在本协议下提供的产品被指控侵犯专利、版权或盗用商业秘密时对抗辩、和解和损害赔偿的全部责任，以及客户的唯一且排他的救济。

13. TERMINATION AND EFFECT OF TERMINATION. If a Software license was provided for limited term use, such license will automatically terminate at the end of the authorized term.

终止及终止的效力。 如软件许可有使用期限限制，该许可在授权期限届满时自动终止。

13.1 Mentor Graphics may terminate this Agreement and/or any license granted under this Agreement immediately upon written notice if Customer: (a) exceeds the scope of the license or otherwise fails to comply with the licensing or confidentiality provisions of this Agreement, or (b) becomes insolvent, files a bankruptcy petition, institutes proceedings for liquidation or winding up or enters into an agreement to assign its assets for the benefit of creditors. For any other material breach of any provision of this Agreement, Mentor Graphics may terminate this Agreement and/or any license granted under this Agreement upon 30 days written notice if Customer fails to cure the breach within the 30 day notice period. Termination of this Agreement or any license granted hereunder will not affect Customer's obligation to pay for Products shipped or licenses granted prior to the termination, which amounts shall be payable immediately upon the date of termination.

如客户发生以下情形，Mentor Graphics 可以书面通知立即终止本协议和/或本协议下授予的许可：(a) 超越许可范围，或未遵守本协议的许可或保密规定，或 (b) 破产、提出破产申请，开始清算或清盘的程序，或订立协议为其债务人的利益而转让资产。对本协议任何规定的任何其它实质性违反，如客户未能在 30 天的通知期限内对违约进行补救的，Mentor Graphics 可以通过 30 天书面通知的形式，终止本协议和/或本协议下授予的许可。本协议和/或本协议下授予的许可的终止，不得影响客户对终止之前已发运产品或已授权的许可的付款义务，该等金额应在终止之日立即支付。

13.2 Upon termination of this Agreement, the rights and obligations of the parties shall cease except as expressly set forth in this Agreement. Upon termination, Customer shall ensure that all use of the affected Products ceases, and shall return hardware and either return to Mentor Graphics or destroy Software in Customer's possession, including all copies and documentation, and certify in writing to Mentor Graphics within ten business days of the termination date that Customer no longer possesses any of the affected Products or copies of Software in any form.

除非本协议明确规定，本协议终止之后双方的权利和义务应停止。终止后，客户应确保停止使用所有受影响的产品，并返回硬件。客户拥有的软件（包括所有副本和文件）或退回给 Mentor Graphics，或进行销毁。客户应在终止之后十个工作日内向 Mentor Graphics 书面保证，客户不再拥有受影响的产品或任何形式的软件副本。

14. EXPORT. The Products provided hereunder are subject to regulation by local laws and United States government agencies, which prohibit export or diversion of certain products and information about the products to certain countries and certain persons. Customer agrees that it will not export Products in any manner without first obtaining all necessary approval from appropriate local and United States government agencies.

出口。 本协议下提供的产品受当地法律和美国政府部门关于禁止向某些国家或个人出口或转移某些产品和有关产品信息的规定的制约。客户同意，在未从适当的本地和美国政府部门获得所有必需的批准之前，不会以任何方式出口产品。

15. U.S. GOVERNMENT LICENSE RIGHTS. Software was developed entirely at private expense. All Software is commercial computer software within the meaning of the applicable acquisition regulations. Accordingly, pursuant to US FAR 48 CFR 12.212 and DFAR 48 CFR 227.7202, use, duplication and disclosure of the Software by or for the U.S. Government or a U.S. Government subcontractor is subject solely to the terms and conditions set forth in this Agreement, except for provisions which are contrary to applicable mandatory federal laws.

美国政府的许可权。 软件完全自费开发。就适用的收购法规而言，所有软件均为商用计算机软件。因此，根据美国《联邦采条例》48 CFR 12.212 和国防部 FAR 补充附录 48 CFR 227.7202 条款的规定，美国政府或其分包商对软件的使用、复制和披露，或为美国政府或其分包商而进行的软件使用、复制和披露，应唯一适用本协议规定的条款及条件，除非与适用的联邦强制性法律相冲突。

16. THIRD PARTY BENEFICIARY. Mentor Graphics Corporation, Mentor Graphics (Ireland) Limited, Microsoft Corporation and other licensors may be third party beneficiaries of this Agreement with the right to enforce the obligations set forth herein.

受益第三方。 Mentor Graphics Corporation, Mentor Graphics (Ireland) Limited, Microsoft Corporation 和其它许可方是本协议的受益第三方, 有权强制执行本协议中规定的义务。

17. REVIEW OF LICENSE USAGE. Customer will monitor the access to and use of Software. With prior written notice and during Customer's normal business hours, Mentor Graphics may engage an internationally recognized accounting firm to review Customer's software monitoring system and records deemed relevant by the internationally recognized accounting firm to confirm Customer's compliance with the terms of this Agreement or U.S. or other local export laws. Such review may include FLEXIm or FLEXnet (or successor product) report log files that Customer shall capture and provide at Mentor Graphics' request. Customer shall make records available in electronic format and shall fully cooperate with data gathering to support the license review. Mentor Graphics shall bear the expense of any such review unless a material non-compliance is revealed. Mentor Graphics shall treat as confidential information all information gained as a result of any request or review and shall only use or disclose such information as required by law or to enforce its rights under this Agreement. The provisions of this Section 17 shall survive the termination of this Agreement.

许可使用的审查。 客户将监测的软件的访问和使用。经事先书面通知, Mentor Graphics 可雇佣一家国际公认的会计师事务所, 在客户的正常工作时间, 审查客户的软件监控系统以及该国际公认的会计师事务所认为有关的记录, 以确认客户遵守本协议条款或美国或其它当地出口法律。这种审查可包括 FLEXIm 或 FLEXnet (或后续产品) 报告, 和客户应 Mentor Graphics 的要求抽取并提供的日志文件。客户应提供电子格式的记录, 并应充分合作收集数据, 以支持许可审查。除非发现了严重的违规, Mentor Graphics 应承担该审查的费用。Mentor Graphics 应将因其要求而获得的, 或在审查中获得的信息作为保密信息处理, 并仅因法律的要求, 或为行使其在本协议下的权利, 使用或披露该等信息。本第 17 条的规定在本协议的终止后应继续有效。

18. CONTROLLING LAW, JURISDICTION AND DISPUTE RESOLUTION. The owners of certain Mentor Graphics intellectual property licensed under this Agreement are located in Ireland and the United States. To promote consistency around the world, disputes shall be resolved as follows: excluding choice of law rules, this Agreement shall be governed by and construed under the laws of the State of Oregon, USA, if Customer is located in North or South America, and the laws of Ireland if Customer is located outside of North or South America. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Portland, Oregon when the laws of Oregon apply, or Dublin, Ireland when the laws of Ireland apply. Notwithstanding the foregoing, all disputes in Asia arising out of or in relation to this Agreement shall be resolved by arbitration in Singapore before a single arbitrator to be appointed by the chairman of the Singapore International Arbitration Centre ("SIAC") to be conducted in the English language, in accordance with the Arbitration Rules of the SIAC in effect at the time of the dispute, which rules are deemed to be incorporated by reference in this section. This section shall not restrict Mentor Graphics' right to bring an action against Customer in the jurisdiction where Customer's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

适用法律, 管辖权和争议解决。 根据本协议许可的某些 Mentor Graphics 知识产权, 其所有人位于爱尔兰和美国。为了促进世界各地的协调一致, 争议应根据如下方式解决: 如客户位于南、北美洲, 本协议应适用美国俄勒冈州法律, 并根据该法律进行解释, 如客户位于南、北美洲以外的地区, 则适用爱尔兰法律, 选择之法律均不包括冲突法规则。因本协议而产生的或与本协议有关的所有争议, 如适用俄勒冈法律, 应提交俄勒冈州波特兰法院专属管辖, 如适用爱尔兰法律, 则应提交爱尔兰都柏林专属管辖。尽管有上述规定, 因本协议而导致或与本协议有关的在亚洲发生的所有纠纷, 应由新加坡国际仲裁中心主席 ("SIAC") 任命一名仲裁员, 在新加坡通过仲裁解决。仲裁应根据在争议当时有效的 SIAC 仲裁规则, 以英语进行。该仲裁规则通过本条的援引视为纳入本条。本条的规定不得限制 Mentor Graphics 在客户营业所在地的管辖区内对客户提起诉讼的权利。本协议不适用《联合国国际货物销售合同公约》。

19. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

可分割性。如果本协议的任何规定被有管辖权的法院认定为无效、失效、不可执行或违法，该规定应从本协议中剥离，且其余条款将仍然完全有效。

20. MISCELLANEOUS. This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior or contemporaneous agreements, including but not limited to any purchase order terms and conditions. If there is any conflict between an English language provision and the corresponding Chinese language provision in this Agreement, the English language provision will prevail. Some Software may contain code distributed under a third party license agreement that may provide additional rights to Customer. Please see the applicable Software documentation for details. This Agreement may only be modified in writing by authorized representatives of the parties. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse.

其它。本协议构成双方之间关于主题事项的完整谅解，并取代所有在先或同时的协议，包括但不限于任何采购订单的条款和条件。本协议中的任何规定，如果其英文文本和相应的中文文本有冲突的，应以英文文本为准。有些软件可能含有根据第三方许可协议而分配的代码，可向客户提供额外的权利。有关详细信息，请参阅适用的软件文档。本协议仅可由双方的授权代表以书面形式进行修改。对条款的弃权或对违约的免除必需以书面形式，且不得构成其后的同意、弃权或免除。

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