cadence™

Addendum to the Order

Academic Use Software Terms and Conditions

Upon mutual execution of this Order, the terms and conditions in the links referenced below (each set of terms in the referenced link are referred to herein as the "**Terms**") shall apply to the Order and be modified as set forth in this Addendum. All Orders are subject to Cadence's acceptance, which acceptance is evidenced by Cadence's execution of an Order and return of the fully executed Order to Customer. 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.

Product Category	Applicable Software License and Maintenance Terms and Conditions
Non-System Products	https://www.cadence.com/content/dam/cadence-www/global/en_US/documents/terms-and-conditions/Cadence-tbl-2025Jun.pdf
System Products	https://www.cadence.com/content/dam/cadence-www/global/en_US/documents/terms-and-conditions/Cadence-SystemCatalog.pdf

For the avoidance of doubt and with the exception of licenses subject to a separate commercial agreement between the parties, the Terms and this Addendum shall apply to and govern any additional Licensed Materials that may be provided to Customer for Use as defined in this Addendum.

The Terms at the links above are modified for Customer's use under this Addendum as follows:

1. All references to "entity" shall mean "institution."

2. Customer's Affiliates 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; each 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 employees,

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: (1) performing any work (including research) or providing any services in the capacity of a consultant in exchange for a fee; or (2) performing any third party funded research whereby such third party is to receive, is entitled to, or has the option to receive or purchase any license or ownership interest to any portion of the results of such research.

For the purposes of clarification, Customer may Use the Licensed Materials for funded Fundamental Research, such as projects funded with general research grants. However, the Licensed Materials may not be used for funded research or other projects or endeavors where any resulting research is: (1) primarily for production or commercial use, (2) for the purposes of developing technology for or on behalf of a government or commercial agency, (3) unpublished and the funding organization or a third party receives the option or right to purchase, use, or allow third parties to use, the research results.

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) Customer may include in its academic research publications high-level numerical data outputs or still images, such as screen captures, of visual data outputs generated from the Licensed Materials provided such outputs are the sole result of data either owned or validly licensed by Customer, the incorporation of such outputs are for the sole purposes of contributing to the subject matter of the publication, and such publication has been redacted to omit and has no tendency to reveal Cadence Confidential Information. Where Customer is in doubt for whether certain data or content can be included in a publication, Customer may request authorization from Cadence in writing.

(d) 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)**", "**Support and Maintenance Services**", **"Basic Support**", and **"Premium Support"** 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 3.8 (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-2021October.pdf), then this Section 13 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.