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Part One: Overview.

The following information applies to certain items of third-party technology that are included along with certain Xilinx software tools.

Licensee's use of the GNU compilers (including associated libraries and utilities) may cause Licensee's software application (or board-support package) to be governed by certain third-party "open source" license agreements, as further described below. Licensee can avoid this result by using alternative compilers, libraries, and utilities of its own choosing in lieu of the GNU compilers (and associated libraries and utilities).

Note: Licensee is solely responsible for checking the header files and other accompanying source files of all software applications created from the use of the GNU compilers (and associated libraries and utilities) because such header and/or source files may contain or describe various copyright notices and license terms and conditions governing such files, which vary from case to case based on Licensee's usage and are beyond the control of Xilinx. This summary and the license information provided below is for reference purposes and is not intended to be a comprehensive list of all copyright notices or third-party license terms and conditions applicable to Xilinx software tools. Licensee is solely responsible for complying with the terms and conditions imposed by third parties as applicable to the Licensee's software applications created from the use of the GNU compilers (and associated libraries and utilities).

The remainder of this document is organized into various parts, as follows:

Part Two: Licensee Redistributable Content.

Index:

Licenses and Notices:

Part Two contains a list of notices, licenses and/or other information related to certain items of third-party technology that Xilinx has identified and categorized as "Licensee Redistributable Content", which means that Xilinx has included this third-party technology with the Xilinx Software for the purpose of enabling a Xilinx customer to distribute it (or a portion of it, or a derivative form of it) as part of such customer's design or product.

Part Three: Other Third-Party Content.

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Licenses and Notices:

Part Three contains a list of additional notices, licenses and/or other information related to certain items of third-party technology other than as provided in Part Two. Please note that by listing certain items in this Part Three as opposed to Part Two above, Xilinx does not abrogate or diminish in any respect either its own obligations, or Licensee's rights (if and as may be applicable), with respect to the (present or future) distribution of such items. With respect to any license that requires Xilinx to make available to recipients of object code distributed by Xilinx pursuant to such license the corresponding source code, and if you desire to receive such source code from Xilinx, please refer to the Xilinx website at <https://www.xilinx.com/products/design-tools/guest-resources.html>. If you cannot access the internet to obtain a copy thereof, then Xilinx hereby offers (which offer is valid for as long as required by the applicable license; and we may charge you the cost thereof unless prohibited by the license) to provide you with a copy of such source code; and to accept such offer send a letter requesting such source code (please be specific by identifying the particular Xilinx Software you are inquiring about (name and version number), to: Xilinx, Inc., Legal Department, Attention: Software Compliance Officer, 2100 Logic Drive, San Jose, CA U.S.A. 95124.

Part Four: Certain Third-Party Template Licenses.

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Text of Template Licenses:

Part Five: Additional Acknowledgements.

Part Two: Licensee Redistributable Content.

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Synopsys ASIP Programmer files version R-2021.03-TGT-211109

Licenses and Notices:

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The Synopsys ASIP Programmer and ASIP files are subject to the following End-User Software License and Maintenance Agreement, by accepting these terms and using such ASIP Programmer and ASIP files, (1) you agree to be bound by these terms, and (2) you acknowledge that Synopsys has no obligation to provide support to you in connection with your use of such ASIP Programmer and ASIP files.

## END-USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

### TERMS AND CONDITIONS

This agreement covers the products and services you license (or purchase) from Synopsys, unless and until we enter into a new agreement that expressly replaces this one. If you use the Synopsys products and services as an employee of or for the benefit of your company, you represent that you have the power and authority to accept this agreement on behalf of your company. Your company will be the licensee under this agreement. By clicking on the "Accept" button of this agreement, or by downloading, installing or using the Synopsys products or services, you consent to the terms and conditions of this agreement on behalf of yourself and the company on whose behalf you will use the Synopsys products and services provided under this agreement. The effective date of this agreement is the date that you first download, install or use the Synopsys products or services. If you do not agree to the terms and conditions of this agreement or if you do not have the power and authority to accept the terms and conditions of this agreement on behalf of your company, you may not use the Synopsys products and services and Synopsys is unwilling to provide you with them.

### Products and Services

1.1. The Synopsys products and services that you may license or purchase under this agreement are identified in the Purchasing Agreements that you and Synopsys enter into from time to time under this agreement. These products and services may include (but are not limited to):

(a) DesignWare, which means any software products (including Implementation IP and Verification IP), other than DesignWare Fee-Per-Use Cores, marketed by Synopsys under the brand name "DesignWare".

(b) Licensed Software, which means a Synopsys software product other than DesignWare and DesignWare Fee-Per-Use Cores.

(c) Maintenance Services, which means the software maintenance and support services described in section 5.

(d) Training Services, which means education in the use of Synopsys software products through standard curriculum educational services courses.

1.2. The term "Licensed Products" means Licensed Software and DesignWare.

1.3. Additional terms and conditions (beyond those stated here and in any attached supplements) may apply to certain Licensed Products. When ordering these Licensed Products, you will be given an opportunity to review the additional terms and conditions that must be accepted for you to receive the Licensed Products. If the additional terms and conditions conflict in any way with the terms and conditions stated here, the additional terms and conditions will prevail.

#### Licenses

1.4. Your License Rights: When you purchase a license (other than an evaluation license) to a Licensed Product, upon its delivery you will have a nonexclusive right to:

(a) install the Licensed Product on one or more computers;

(b) install the License Key for the Licensed Product on the computer specifically identified in the License Key;

(c) allow your End Users to use the Licensed Product and Design Techniques, during the License Term, solely for the purpose of creating, modifying, and simulating your own Designs (in the case of DesignWare, this includes validating, testing, and simulating Designs, electronic circuits and devices);

(d) in the case of DesignWare, share Design Databases with a Licensed Design Partner only to allow the Licensed Design Partner to work cooperatively on your Design to the extent permitted by its own DesignWare license (but not sublicense or assign any of your rights in the DesignWare to such Licensed Design Partner);

(e) in the case of ARC Software Development Products, use this Licensed Product, during the License Term, solely for the purpose of creating, debugging, and profiling executable software source code for execution on a System-on-Chip with an embedded ARC microprocessor or on a model of such System-on-Chip;

(f) in the case of ARC MQX Products, until you discontinue the sale and distribution of the applicable ARC MQX Licensee Products, use the ARC MQX Products to (i) customize the Board Support Package Features in the ARC MQX Product solely as necessary for use with your ARC MQX Licensee Product; (ii) create and support an ARC MQX Licensee Executable; (iii) if you have purchased a license to the "closed system license" version of an ARC MQX Product, then you may distribute, solely in or with an ARC MQX Licensee Product, an ARC MQX Licensee Executable that does not expose, directly or indirectly, any APIs of the ARC MQX Product; and (iv) if you have purchased a license to the "binary" version of an ARC MQX Product, then you may additionally distribute to ARC MQX End Customers only that portion of the Documentation necessary for ARC MQX End Customers to access the APIs, provided that such ARC MQX End Customers are obligated not to expose any of the APIs to their customers or any other third parties.

(g) make a reasonable number of copies of the Licensed Product solely for backup or archival purposes; and

(h) make a reasonable number of copies of the Documentation for the Licensed Product, and use the Documentation solely to support your use of the Licensed Product.

1.5. Implementation IP License: In addition, when you are granted a license to any Implementation IP, you will have a nonexclusive right to:

(a) integrate the Implementation IP into your Designs to create one or more Integrated Designs;

(b) make, use, and sell physical implementations (commonly referred to as semiconductor chips) of one or more of the Integrated Designs;

(c) distribute the Implementation IP in netlist or GDSII format as part of any of your Integrated Designs to any third party that provides foundry services to you, solely for the purpose of having that foundry make physical implementations of one or more of entire Integrated Designs of yours, as long as the third-party foundry is subject to confidentiality obligations regarding the Implementation IP that are no less restrictive than the confidentiality obligations in this agreement; and

(d) if you purchased from Synopsys the right to use certain Implementation IP in source code format, you may modify that Implementation IP in support of your development of Integrated Designs.

1.6. Node-Locked License. If you have obtained the Licensed Product under a node-locked license, then a "node" refers to a specific machine and the License Product may be installed only on the number of nodes indicated on the applicable Synopsys Purchasing Agreement, must be used only on the node(s) on which it is installed, and may be accessed only by users who are physically present at that node. Further, a node-locked license may only be used by one (1) user at a time running one (1) instance of the Licensed Product at a time.

1.7. Evaluation Licenses: If you obtain an evaluation license for a Licensed Product, you will have the same license rights as described above except that you may use the Licensed Product only for the purpose of evaluating it and deciding whether to purchase a license to use it for production purposes. You shall not use the Licensed Product to design any integrated circuits for production or pre-production purposes or any other commercial use including, but not limited to, for the benefit of your customers. If you breach the forgoing restrictions, then you shall pay to

Synopsys a license fee equal to Synopsys's perpetual list price plus maintenance for the commercial version of the Licensed Product. You agree that damages for such a breach would be difficult to assess, and such payment represents a reasonable assessment of the potential damage to Synopsys. You recognized and agree that this amount is a reasonable, liquidated amount and not a penalty. Also, evaluation copies of Licensed Products are provided "AS IS". Therefore the warranty and indemnification provisions in this agreement do not apply to evaluation licenses.

1.8. End Users: You may designate any of your employees whose primary work location is in the designated Use Area as End Users.

1.9. Use Area; Telecommuting Employees; Use Over a WAN: You must ensure that your End Users use the Licensed Product only when they are in the designated Use Area, except that any End User who is your employee, whose primary work location is in the designated Use Area, and whose primary residence is within 50 miles of the designated Use Area, may access the Licensed Product from his primary residence through a secure network that requires a secure ID card or other more protective security safeguards. If you have purchased the right to use a Licensed Product over your wide area network (commonly referred to as a "WAN"), then unless the Purchasing Agreement states otherwise, the Licensed Product may be used by your End Users who are located at any of your facilities worldwide (if you purchased the right to use over a global WAN) or at any of your facilities on the same continent on which your Key Server is located (if you purchased the right to use over a continental WAN). This section 2.6 does not apply to Licensed Products obtained under a node-locked license as referenced in section 2.3.

1.10. Key Servers; Hardware Relocation: You may not permanently relocate a Key Server outside of the designated Use Area without obtaining written approval from Synopsys. If a Key Server becomes inoperative due to malfunction, repair, or maintenance, you may request Synopsys's permission to set up and temporarily use a single back-up Key Server on another computer in the same Use Area until the original Key Server returns to service.

1.11. Conditions: Your right to use the Licensed Product is conditioned upon your timely payment of the full amount of Fees due for the Licensed Product and your compliance with the terms and conditions of this agreement. When the License Term expires, your license rights also expire and you may no longer use the Licensed Product.

1.12. Restrictions: You may not (and may not allow anyone else to):

(a) copy or use any Licensed Product (or Documentation) in any manner that is not expressly allowed by the license rights stated above;

(b) decompile, reverse engineer, or otherwise attempt to derive the source code for any Licensed Product or any underlying algorithms, user interface techniques, or other ideas embodied in a Licensed Product;

(c) tamper with, or attempt to circumvent or disable, any License Key (this includes, for example, resetting the CPU time in order to extend the License Term, or using a false host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a License Key);

(d) distribute any copy of a Licensed Product (or Documentation) except as expressly allowed by the license rights stated above, or allow anyone other than your End Users to have access to or use (such as in a timesharing, service bureau, or application service provider model) any Licensed Product;

(e) use a Licensed Product (except ARC MQX Products) or its output to create, modify, or simulate Designs for third parties;

(f) use a Licensed Product or its output to develop or enhance any product that competes with a Synopsys product;

(g) modify or create a derivative work of any part of a Licensed Product or Documentation;

(h) disclose the results of any benchmarking of a Licensed Product (whether or not the results were obtained with assistance from Synopsys) to any third party; or

(i) use a Licensed Product in the development of any product if the failure or malfunction of that product could reasonably be expected to result in personal injury, death, or catastrophic loss.

If the License Key limits the number of End Users who may use a Licensed Product simultaneously or the number of simultaneous Clients, you must ensure that this limit is not exceeded, by platform virtualization or any other means.

1.13. Copies: If you make backup or archival copies of a Licensed Product or Documentation, you must reproduce all copyright, trademark, and other notices that appear on the original copy.

1.14. Transfers and Assignments: You may not transfer or assign your license rights to any other person in any manner (by assignment, operation of law or otherwise) unless you have obtained written consent from Synopsys. If you attempt to transfer or assign any of your license rights without Synopsys's consent, the transfer or assignment will be ineffective, null, and void (and you will be in material breach of this agreement). For purposes of this section 2.11, a transfer or assignment of your license rights will be deemed to have occurred (a) if a third party (or group of third parties acting in concert) acquires beneficial ownership of fifty percent (50%) or more of either (i) your or a Parent Entity's assets or (ii) the stock or other equity interests entitled to vote for your or a Parent Entity's directors or equivalent managing authority, or (b) in the event of a merger, consolidation or other business combination between you or a Parent Entity and one or more third parties where your or a Parent Entity's stockholders immediately before that transaction own (directly or indirectly), after that transaction, less than fifty percent (50%) of the stock or other equity interests entitled to vote for the directors or equivalent managing

authority of the surviving entity.

1.15. Open Source Software: The Licensed Product may be delivered with software that is subject to open source licensing terms (“Open Source Software”), which terms are available upon request. Certain Open Source Software licenses require that source code be made available upon request. Licensee may request a copy of such source code by post to Synopsys at: Synopsys, Inc., Attention: Open Source Software Requests, 690 East Middlefield Road, Mountain View, California 94043, USA. Licensee agrees that all Open Source Software shall be and shall remain subject to the terms and conditions under which it is provided. The Open Source Software is provided “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND, AND SYNOPSIS FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OPEN SOURCE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SYNOPSIS NOR THE LICENSORS OF OPEN SOURCE SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Copyrights to the Open Source Software are held by the copyright holders indicated in the copyright notices in the corresponding source files.

#### Order and Delivery

1.16. Ordering Synopsys Products: You may order the products and services identified in the Purchasing Agreements at any time by submitting an order to Synopsys through Synopsys’s on-line ordering system or as otherwise directed by Synopsys. When using Synopsys’s on-line ordering system, you shall be responsible for ensuring that all information you provide is accurate and complete and that any person placing an order on your behalf has your authority to do so. Once you submit an order, you may not cancel or change it. Your order must indicate which products and services you want to purchase (including, in the case of Licensed Products, the type of license, the quantity, the License Term or in the case of ARC MQX Products the applicable ARC MQX Licensee Product, the location(s) of your facility(ies) where the Licensed Products may be used (we may refer to this as the “Authorized Sites” in a Purchasing Agreement), and any other information Synopsys would need to fulfill your order (including any information needed to generate a License Key). Synopsys may, in its reasonable discretion, accept or reject your order. Synopsys may accept your order by sending you written or electronic notice of acceptance or simply by fulfilling your order.

1.17. Delivery: If Synopsys accepts your order for one or more Licensed Products, Synopsys will then deliver to you the Licensed Products along with the corresponding Documentation and License Keys. Synopsys will deliver these materials to you electronically except where prohibited by law.

1.18. Electronic Software Transfer: When Synopsys delivers a Licensed Product by electronic software transfer, Synopsys will send you an e-mail to your designated e-mail address(es) to notify you that the Licensed Product is available. Synopsys’s obligation to deliver the Licensed Product will be fulfilled when this e-mail notice is sent. You will be responsible for downloading or requesting for delivery the Licensed Product and Documentation from the FTP Server and the License Key from Synopsys’s website at [www.synopsys.com](http://www.synopsys.com), unless Synopsys gives you other instructions. You must notify Synopsys in writing if you change your designated e-mail address(es).

1.19. Tangible Media: When Synopsys delivers Licensed Products to you on tangible media, the media may contain other software programs in addition to the Licensed Products. If it does, you will not have a license to use (and the License Keys for the Licensed Products will not permit you to use) these other software programs, and you must not attempt to access, use, reproduce, modify, reverse engineer, or otherwise tamper with these other software programs. If you lose or damage the media, Synopsys will, at your request, provide a replacement at a nominal charge. All deliveries of tangible items by Synopsys, Inc. will be made F.O.B. Origin; all deliveries of tangible items by other Synopsys entities will be made Ex Works (EXW) Origin.

#### Fees and Payment

1.20. Fees: The Fees for the products and services you may purchase under this agreement will be identified in the Purchasing Agreements. You agree to pay the Fees according to the payment terms in the applicable Purchasing Agreement.

1.21. Payments: If the applicable Purchasing Agreement does not contain specific payment terms for the Fees in question, payment of those Fees will be due within 30 days after the date of Synopsys’s invoice. If you do not pay an amount by the scheduled due date, Synopsys will have the right to withhold the delivery of License Keys and/or terminate this agreement or a Purchasing Agreement and accelerate the due date of all remaining payments. In this event, you will owe the entire outstanding balance as soon as you receive written notice from Synopsys that your payment is due. All payments you make to Synopsys are non-refundable. You may not offset any amounts you believe Synopsys owes you against any payments you make to Synopsys under this agreement. You must make payments in U.S. dollars. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less.

1.22. Taxes: You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and

value-added taxes and similar taxes), other than Synopsys's income taxes, that are imposed on or result from your purchase, license, or use of Synopsys products and services. If Synopsys is required by law to collect and remit any such taxes, Synopsys may invoice you for such taxes and you agree to pay the invoiced amount to Synopsys. If you are required by the respective jurisdiction where the Licensed Products are used, or where services are provided, to withhold taxes from payments to Synopsys, you may withhold from the total amount due to the respective Synopsys distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment. You must then promptly pay that amount to the appropriate tax authority and provide Synopsys with an official receipt for the payment within 60 days of your payment.

1.23. Bankruptcy: If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, Synopsys may apply any payments you have previously made to Synopsys for products or services not yet delivered by Synopsys against any amounts you owe Synopsys at that time for products or services that have been delivered by Synopsys (under this agreement or otherwise).

#### Services

1.24. Maintenance Services: Maintenance Services consist of the following:

(a) Support: Synopsys will provide you with access to SolvNet and online Documentation, and will use commercially reasonable efforts to make available the Synopsys Support Center on Monday through Friday, during Synopsys's normal business hours, excluding Synopsys's scheduled holidays. A valid corporate email address is required to access SolvNet and online Documentation.

(b) Updates: Synopsys will use commercially reasonable efforts to provide Updates as they become generally available. Any other upgrades or enhancements to the Licensed Products are not made available by Synopsys as part of Maintenance Services and may be subject to additional charges.

1.25. Updates to Terms: Synopsys may update its Maintenance Services terms on 60 days prior written notice, provided that these updates are applied generally to its Maintenance Services customers.

1.26. Conditions: In order to receive Maintenance Services for a Licensed Product, all of the following conditions must be met:

(a) you must have purchased Maintenance Services for such Licensed Product (unless it is licensed under a TSL, in which case Maintenance Services are included);

(b) you must appoint a qualified contact person trained in the use of the Licensed Product to interface with Synopsys regarding Maintenance Services, and identify such person to Synopsys in advance;

(c) you must provide Synopsys with access to the information and system facilities reasonably necessary to provide the Maintenance Services;

(d) you must follow the directions provided by the Synopsys Support Center to resolve technical problems;

(e) you must follow the operating instructions and procedures for the Licensed Product as specified in the Documentation or provided by Synopsys; and

(f) you must notify Synopsys of any error or other problem in the Licensed Product using Synopsys's current problem reporting procedure.

1.27. Exclusions: Synopsys will have no obligation to provide Maintenance Services for any Licensed Products that are damaged, modified (by anyone other than Synopsys), incorporated into other software, or installed in any computing environment not supported by Synopsys; or for any version of a Licensed Product other than the latest and immediately preceding version; or for any problems caused by your negligence, abuse, misuse, or by any causes beyond Synopsys's reasonable control.

1.28. Reinstatement of Maintenance Services: If Maintenance Services are terminated for any reason, or if you wish to renew Maintenance Services more than thirty (30) days after Maintenance Services have been terminated, you may be permitted to reinstate or renew Maintenance Services, at Synopsys's sole option, provided that (a) Synopsys offers Maintenance Services to its customers generally for the Licensed Product in question, and (b) you pay Synopsys the following: all applicable Maintenance Services fees for the period during which you were off Maintenance Services, and Synopsys's then-current reinstatement fee plus payment for the new Maintenance Services term.

1.29. ViewConnect: If you wish to permit Synopsys to deliver Maintenance Services through the use of a shared customer desktop, you must download and install the ViewConnect Tool and related publicly-available, third-party software modules. You are not required to use the ViewConnect Tool, but if you choose to do so, you have the nonexclusive right to use the ViewConnect Tool only to enable Synopsys to remotely access your computer system for the purpose of providing Maintenance Services. Your rights to the third-party software modules are separately described in their accompanying license terms. The ViewConnect Tool and the third-party software modules are not Licensed Products nor is their use governed by this agreement.

5.7. Training Services: Synopsys offers Training Services, which may be purchased and ordered through the online registration system found at [www.synopsys.com](http://www.synopsys.com).

#### Confidentiality

1.30. Confidentiality Obligations: Each party (you and Synopsys) agrees to abide by the following confidentiality

obligations with respect to the other party's Confidential Information:

- (a) do not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena;
- (b) do not use it for any reason other than to exercise its rights and perform its obligation under this agreement; and
- (c) protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a "need-to-know" basis).

1.31. **Mandatory Disclosures:** If you believe you must disclose Synopsys's Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify Synopsys and cooperate with Synopsys if Synopsys chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. Synopsys will do the same if it believes it must disclose your Confidential Information in these circumstances.

1.32. **Additional Obligations:** In addition to your general obligations of confidentiality regarding the Licensed Products and Documentation, you must take the following steps to help prevent any unauthorized access to or use of the same:

- (a) you must ensure that each End User who is your independent contractor (not your employee) has access to and uses the Licensed Products and Documentation only while working on your physical premises; and
- (b) you must monitor each End User's use of the Licensed Products to ensure that the End User abides by the terms of this agreement.

**Term and Termination**

1.33. **Term of Agreement:** The term of this agreement will begin on the effective date stated on the signature page and will end when the last Purchasing Agreement expires, unless this agreement is terminated sooner by either party.

1.34. **Term of Purchasing Agreement:** Each Purchasing Agreement will have its own term, as indicated on that Purchasing Agreement.

1.35. **Rights to Terminate:** Each party has the right to terminate this agreement, by giving written notice of termination to the other party, if (a) the other party breaches this agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after receiving written notice of the breach from the non-breaching party. An Error will not be considered a breach of this agreement that allows you to terminate the agreement, but it could give rise to a warranty claim under section 8.

1.36. **Consequences of Termination:** If and when either you or Synopsys terminates this agreement, all Purchasing Agreements in effect at that time will also terminate. When this agreement, a Purchasing Agreement or an individual license to a Licensed Product expires or is terminated:

- (a) you must (i) immediately cease all use of the Licensed Products, Documentation, Design Techniques, and other Confidential Information, (ii) promptly return to Synopsys or destroy all copies of the Licensed Products, Documentation, and other Confidential Information in your possession or control, and (iii) certify in writing to Synopsys that you have complied with clauses (i) and (ii), except, however, that your license to Implementation IP incorporated into Designs prior to termination shall continue according to its terms;
- (b) you will remain obligated to pay any amounts you owe to Synopsys at that time; and
- (c) the provisions of sections 4, 6, 7.4, 8.4 and 10, and the warranty disclaimers in section 8, will remain in effect.

**Limited Warranty**

1.37. **Warranty:** For a period of 90 days from when Synopsys delivers a Licensed Product to you (the "warranty period"), Synopsys warrants that the Licensed Product will have no Errors when used on the correct platform and according to the instructions in the corresponding Documentation. This warranty will be void if you, or anyone else other than Synopsys, modifies or attempts to modify the Licensed Product.

1.38. **Warranty Claims:** To claim a breach of this warranty, you must, during the warranty period, notify Synopsys in writing of the Error or Errors that you have encountered and provide Synopsys with all the information you have, in written or electronic form, about those Errors, so that Synopsys can attempt to reproduce, diagnose, and correct the Errors.

1.39. **Exclusive Remedy:** Your exclusive remedy for any breach of this warranty is that Synopsys will use commercially reasonable efforts to (at Synopsys's option) correct the Errors you have reported or provide a replacement product that does not contain these Errors, or if Synopsys is unable to provide a correction or a replacement or determines that it will not be feasible to do so, Synopsys will refund the Fees you paid for that Licensed Product.

1.40. **Disclaimer:** Except for the warranty in this Section 8, all Licensed Products, Documentation, Design Techniques, and any third party software are provided "AS IS," without any other warranties of any kind. Synopsys further disclaims all other warranties (express, implied, or statutory), including any warranties of merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising from a course of dealing or

usage of trade.

#### Infringement Claims

1.41. Indemnity: Synopsys will, at its own expense, be entitled to defend (or at its sole option, settle) any claim asserted against you by a third party that any Licensed Product you obtained from Synopsys under this agreement directly infringes any U.S. patent, copyright, trademark, or trade secret. Synopsys will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final, non-appealable judgment or agreed upon by Synopsys in a settlement.

1.42. Conditions: Synopsys's obligations to defend and indemnify you with respect to a particular claim are subject to the following conditions:

- (a) you must promptly give Synopsys written notice of the claim;
- (b) you must identify the specific Licensed Product(s) at issue in the claim and indicate how the Licensed Product(s) is(are) utilized by you or your products;
- (c) you must give Synopsys sole control and authority over the defense and settlement of the claim; and
- (d) you must provide Synopsys with all information you have regarding the claim and cooperate with Synopsys when Synopsys defends or attempts to settle the claim.

1.43. Pro-Active Steps: If any Licensed Product is, or Synopsys believes is likely to become, the subject of a claim for which Synopsys would be obligated to defend and indemnify you, then Synopsys may, at its option, do any of the following:

- (a) obtain for you (at no cost to you) the right for you to continue using the Licensed Product as permitted by this agreement;
- (b) replace or modify the Licensed Product to avoid the infringement problem, as long as there is no material loss of functionality; or
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1.53. Notices: Any notice, approval, consent, or other communication intended to have legal effect under this agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the signature page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused. A copy of any communication sent to Synopsys must also be sent to the attention of the General Counsel.

1.54. Waivers: Either party's failure to enforce any provision of this agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.

1.55. Independent Contractors: The parties to this agreement are independent contractors. Neither party is the agent or partner of the other party, or has any power or authority to act on behalf of the other party.

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1.58. Remedies: Except where this agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore Synopsys will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this agreement.

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1.60. Construction: Section headings in this agreement are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this agreement.

1.61. Counterparts: This agreement may be signed in multiple counterparts, each of which will be deemed an original and which together will constitute one instrument.

1.62. Press Release: The parties intend to work together to prepare and publish a mutually acceptable press release concerning this agreement.

1.63. Government Users: If you are a branch or agency of the United States Government, or are acquiring any Licensed Product on behalf of any branch or agency of the United States Government, then the following provision applies. The Licensed Products and Documentation are comprised of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

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1.66. Amendments: This agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this agreement and states the parties' intention to amend it. No additional or inconsistent terms on any purchase order or similar document you may submit to Synopsys will be binding on Synopsys or have any legal effect.

## Glossary of Definitions

API means application programming interface for accessing specific functionality of an ARC MQX Product.  
ARC MQX End Customer means a customer to whom you distribute an ARC MQX Licensee Product and who shall be obligated to maintain the confidentiality of any provided Documentation, and not expose any API of the ARC MQX Product to any third party.

ARC MQX Licensee Executable means an application program, in executable form, statically linked with and using certain APIs of an ARC MQX Product, for execution solely on an embedded ARC processor.

ARC MQX Licensee Product means a product owned by you, that is specifically identified to Synopsys in a Purchasing Agreement or other document accepted by Synopsys, and that incorporates an embedded processor and the ARC MQX Licensee Executable.

ARC MQX Product means the Synopsys real-time operating system platform for the ARC processor architecture including associated source files, application programming interfaces files, and utilities for use in creating applications that run on the ARC processor architecture.

ARC Software Development Product means any MetaWare Products, nSIM Products and xCAM Products.

Board Support Package Features means those configuration files in an ARC MQX Product that define hardware components with which the ARC MQX Licensee Executable is intended to interoperate.

Client means an instance of a Licensed Product running on a computer. This means, for example, that two Clients can be either two instances of a Licensed Product running on the same computer or one instance of a Licensed Product running on each of two computers.

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Documentation means any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by Synopsys for use with a Licensed Product.

End User means an individual who works for you as an employee or independent contractor and whom you designate and authorize to access and use a Licensed Product as permitted by this agreement.

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Fees means the amounts you must pay when you purchase products and services from Synopsys under this agreement, as identified in each Purchasing Agreement.

FTP Server means a Synopsys server that you can access via the Internet in order to download Licensed Products you have ordered.

Implementation IP means synthesizable designs (other than Verification IP).

Integrated Design means a Design that combines Implementation IP with the Design and does not consist primarily of Implementation IP.

Intellectual Property Rights means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries.

Key Server means the computer with the host I.D. number that is identified in the License Key and which controls access to and enables the use of a Licensed Product.

License Key means a document (in physical or electronic format) provided by Synopsys that identifies: (a) the Licensed Product, including version number, licensed to you; (b) the Key Server; (c) the number of permitted Clients; and (d) the codes that initialize use of the Key Server.

License Term means the period of time during which you may use a Licensed Product under a particular license.

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Licensed Products has the meaning given in section 1 of the Terms and Conditions.

Licensed Software has the meaning given in section 1 of the Terms and Conditions.

Maintenance Services has the meaning given in section 1 of the Terms and Conditions.

MetaWare Product means a Synopsys software development tool used to create, profile and debug software applications that run on an embedded microprocessor, identified by Synopsys with the product name "MetaWare".

nSIM Product means a Synopsys software model of the instruction set of an embedded ARC microprocessor, identified by Synopsys with the product name "nSIM".

Open Source Software has the meaning given in section 2.12 of the Terms and Conditions.

Parent Entity means a person, company or other entity that owns, directly or indirectly, more than fifty percent (50%) of your assets or of the stock or other equity interests entitled to vote for your directors or equivalent managing authority.

Purchasing Agreement means the applicable Synopsys sales quotation, FSA schedule, purchase agreement or other agreement describing (among other things) the products and services that you have licensed or purchased, including pricing information.

SolvNet means Synopsys's suite of online support services accessible via the Internet.

Synopsys Competitor means any corporation or other legal entity in the business of developing and/or marketing (including making generally commercially available to end user customers) one or more electronic design automation software products or intellectual property cores or related services.

System-on-Chip means an integrated circuit which integrates the microcontroller, microprocessor, peripherals and interfaces in a single Design.

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Updates means error corrections and minor improvements to the Licensed Products.

Use Area for a Licensed Product means a single geographical site that you own or occupy as your place of business, which may consist of one or more buildings located within 5 miles of one another, and in which the Key Servers, Clients, and End Users for that Licensed Product are all located, except as modified by the right to allow End Users to telecommute or use over a WAN in section 2.6.

Verification IP means test benches (including software models, test suites, and monitors) that simulate, test, and verify the functionality of certain electronic circuits or devices.

WAN means a wide area network as referred to in section 2.6.

xCAM Product means a Synopsys software development tool that creates and uses cycle-accurate software models of an embedded ARC microprocessor, identified by Synopsys with the product name "xCAM".

You (and variations thereof) means the entity that signs or agrees to this agreement as the customer.

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>>>> zlib 1.2.11  
/\* zlib.h -- interface of the 'zlib' general purpose compression library  
version 1.2.11, January 15th, 2017

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The data format used by the zlib library is described by RFCs (Request for Comments) 1950 to 1952 in the files <http://tools.ietf.org/html/rfc1950> (zlib format), rfc1951 (deflate format) and rfc1952 (gzip format).

\*/

>>> zlib gpl with exception

```
-----
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-----
```

>>> Apache v2.0

```
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#####
#####
```

```
>>>> jquery
/*!
 * jQuery JavaScript Library v3.1.0
 * https://jquery.com/
 *
 * Includes Sizzle.js
 * https://sizzlejs.com/
 *
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 * Date: 2016-07-07T21:44Z
 */
```

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Julian Seward, [jseward@bzip.org](mailto:jseward@bzip.org)  
bzip2/libbzip2 version 1.0.6 of 6 September 2010

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```
>>> zlib license
/* zlib.h -- interface of the 'zlib' general purpose compression library
   version 1.2.11, January 15th, 2017
```

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The data format used by the zlib library is described by RFCs (Request for Comments) 1950 to 1952 in the files <http://tools.ietf.org/html/rfc1950> (zlib format), rfc1951 (deflate format) and rfc1952 (gzip format).

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// Author: kenton@google.com (Kenton Varda)
// Based on original Protocol Buffers design by
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//
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```

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...

```
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## Mesa 3-D Graphics Library v21.0.3
```

```
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|                | GL/glxext.h        | Khronos        |
|                | GL/wglxext.h       | Khronos        |
|                | KHR/khrplatform.h  | Khronos        |

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----  
include/GL/gl.h :

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----  
include/GL/glext.h  
include/GL/glxext.h  
include/GL/wglxext.h :

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\* unsigned integer data type will do), there's no compile-time endianness  
\* configuration, and the function prototypes match OpenSSL's. No code from  
\* Colin Plumb's implementation has been reused; this comment merely compares  
\* the properties of the two independent implementations.  
\*  
\* The primary goals of this implementation are portability and ease of use.  
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```
/* zlib.h -- interface of the 'zlib' general purpose compression library
version 1.2.11, January 15th, 2017
```

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The data format used by the zlib library is described by RFCs (Request for Comments) 1950 to 1952 in the files <http://tools.ietf.org/html/rfc1950> (zlib format), rfc1951 (deflate format) and rfc1952 (gzip format).

```
*/
```

```
>>>> libjpeg
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/\*  
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\* to the IJG library used to read and write JPEG files. Much of it has  
\* been copied, updated, and annotated from the jpegdecoder.c AWT JPEG  
\* decoder. Where that code was unclear, the present author has either  
\* rewritten the relevant section or commented it for the sake of future  
\* maintainers.  
\*  
\* In particular, the way the AWT code handled progressive JPEGs seems  
\* to me to be only accidentally correct and somewhat inefficient. The  
\* scheme used here represents the way I think it should work. (REV 11/00)  
\*/

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In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <https://www.cnri.reston.va.us/>) in Reston, Virginia where he released several versions of the software.

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Release

Derived from

Year

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n/a

1991-1995

CWI

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1.3 thru 1.5.2

1.2

1995-1999

CNRI

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1.6

1.5.2

2000

CNRI

no

2.0

1.6

2000

BeOpen.com

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1.6.1

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2001

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PSF

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2.1.2

2.1.1

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2.1.3

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2002

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yes

2.2 and above

2.1.1

2001-now

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The `_random` module includes code based on a download from <http://www.math.sci.hiroshima-u.ac.jp/~m-mat/MT/MT2002/emt19937ar.html>. The following are the verbatim comments from the original code:

A C-program for MT19937, with initialization improved 2002/1/26.  
Coded by Takuji Nishimura and Makoto Matsumoto.

Before using, initialize the state by using `init_genrand(seed)`  
or `init_by_array(init_key, key_length)`.

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<http://www.math.sci.hiroshima-u.ac.jp/~m-mat/MT/emt.html>

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Sockets

The socket module uses the functions, `getaddrinfo()`, and `getnameinfo()`, which are coded in separate source files from the WIDE Project, <http://www.wide.ad.jp/>.

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Modified by Jack Jansen, CWI, July 1995:

- Use binascii module to do the actual line-by-line conversion between ascii and binary. This results in a 1000-fold speedup. The C version is still 5 times faster, though.
- Arguments more compliant with Python standard

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Original location:

<https://github.com/majek/csiphash/>

Solution inspired by code from:

Samuel Neves ([superkop/crypto\\_auth/siphash24/little](https://github.com/superkop/crypto_auth/siphash24/little))

djb ([superkop/crypto\\_auth/siphash24/little2](https://github.com/superkop/crypto_auth/siphash24/little2))

Jean-Philippe Aumasson (<https://131002.net/siphash/siphash24.c>)

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cfuhash

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```
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```

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```

```
<signature of Ty Coon>, 1 April 1990  
Ty Coon, President of Vice
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<<<<<<<<<xilinx-separator>>>>>>>>>>>>>

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| 2.5 | 2.4 | 2006 | PSF | yes |
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