HOSTING SERVICES ADDENDUM

1. **Definitions.**

   1.1. "**Hosted Software**" means the software described in the applicable Purchasing Agreement that Synopsys will provision hosting services for on behalf of Customer under the terms of this Hosting Services Addendum.

   1.2. "**Hosting Services**" means the services related to the Hosted Software described in this Hosting Services Addendum.

2. **Hosting Services Description.** During the term set forth in the applicable Purchasing Agreement, Synopsys will be responsible for managing the set-up, configuration and hosting of the Hosted Software including managing the installation of all revisions, new versions, and updates to the Hosted Software.

3. **Post-Termination Hosting.** Synopsys will permit Customer to access the Hosted Software for a maximum of thirty (30) days post termination of the Purchasing Agreement, as applicable, for the limited purpose of accessing and downloading any Customer data retained therein.

4. **Hosting Services Performance Warranty.**

   4.1. **Uptime.** Synopsys will (a) have at least 99.5% uptime ("**Service Availability**"), as measured monthly, excluding planned downtime and any time necessary to implement updates, upgrades or modification to the Hosted Software, and (b) not experience more than two (2) instances of unscheduled downtime of more than one (1) hour each in any rolling thirty (30) day period.

   4.2. **Exclusions.** This Service Availability warranty shall not apply in the event of any interruption or failure of telecommunication or digital transmission links outside of Synopsys network, Internet network congestion outside of Synopsys' network or other failures outside of Synopsys' network.

   4.3. **Remedy.** To the extent applicable based on the Customer's selected hosting package, if Synopsys fails to meet the Service Availability, Synopsys will extend the Purchasing Agreement term for the affected Hosted Software at no additional charge to Customer, as set forth below:

Actual Uptime Percentage	Days added to the end of the Purchasing Agreement for each Service Availability Failure
≥ 98.0% but ≤ 99.5%	3
95.0% but < 98.0%	7
< 95.0	15

5. **Reporting.** Upon Customer's written request, not to exceed once per every six (6) months, Synopsys shall provide Customer a report detailing (a) all Service Availability failures in the preceding period(s), and (b) the number of days, if any, that will be added to the end of the Purchase Agreement for the affected Hosted Software. If necessary, the parties shall then execute an amendment to the applicable Purchasing Agreement to extend the term of the Purchase Agreement and this Hosting Services Addendum for the affected Hosted Software accordingly.

6. **Limitation of Liability.** EXCEPT FOR THE EXPRESS SERVICE AVAILABILITY COVENANTS STATED IN SECTION 4, THIS HOSTING SERVICES ADDENDUM DOES NOT CREATE ANY OTHER REPRESENTATION OR WARRANTY RELATED TO THE AVAILABILITY OR ACCESSIBILITY OF THE HOSTED SOFTWARE. THE REMEDIES STATED IN THE AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SYNOPSYS' FAILURE TO MEET THE WARRANTIES SET FORTH HEREIN.

7. **Entire Addendum.** The parties acknowledge that they have had previous discussions related to Synopsys' performance of the Hosting Services for Customer. This Addendum constitutes the complete and exclusive understanding and agreement between the parties on the subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the Purchasing Agreement or this Addendum.

END OF HOSTING SERVICES ADDENDUM