

EUROPRACTICE SOFTWARE SERVICES ACADEMIC END USER AGREEMENT (“Agreement”)

THIS DOCUMENT IS APPENDIX B TO THE MASTER AGREEMENT BETWEEN MENTOR GRAPHICS AND SCIENCE AND TECHNOLOGY FACILITIES COUNCIL (STFC) AT RUTHERFORD APPLETON LABORATORY (RAL)

This Agreement is made the _____ day of _____ (“Effective Date”)

BETWEEN

MENTOR GRAPHICS (IRELAND) LIMITED

(hereafter referred to as “Mentor Graphics”)

of:

East Park – Shannon Free Zone
Shannon, Co. Clare
Ireland

AND

_____ (Institution Name)

(hereafter referred to as “End User”)

_____ (Address of End User)

_____ (Responsible Person)

_____ (Telephone Number)

_____ (Email)

_____ (EUROPRACTICE Academic Subscription Number)

Each a “party”, and together the “parties”

TERMS AND CONDITIONS

This is a legal agreement concerning the use of Software (as defined in Section 3) between End User and Mentor Graphics, and is applicable for use by Academic Institutions under the EURORACTICE scheme. This Agreement contains the parties' entire understanding relating to the subject matter and supersedes all prior or contemporaneous agreements. "Academic Institution(s)" means universities, polytechnics, colleges, and publicly funded research establishments in Europe.

EURORACTICE, acting through the Science and Technology Facilities Council at Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot, Oxon, OX11 0QX, United Kingdom (hereinafter referred to as "RAL"), will be responsible for arranging the issue and signature of EURORACTICE Software Services Academic End User Agreements.

Effective as of the date of last signature below, the parties agree as follows:

1. Placement of Orders, Fees, and Payment.

1.1 To the extent EURORACTICE (on behalf of End User) places and Mentor Graphics accepts an order pursuant to this Agreement (each an "Order"), each Order shall be governed solely and exclusively by the terms and conditions of this Agreement, any applicable addenda, and the applicable quotation, whether or not those documents are referenced on the Order. Any additional or conflicting terms and conditions appearing on an Order or presented in any electronic portal or automated order management system, whether or not required to be electronically accepted, will not be effective unless agreed in writing and physically signed by an authorized representative of End User and Mentor Graphics.

1.2 Each Order shall refer to this Agreement by number, and shall specify the Software (as defined in Section 3) for which a license is requested, quantities ordered, the applicable fee, requested shipping date, delivery location, invoice address, the site where Software will be installed, and whether the requested license is a node-specific license or a floating license. End User's Order shall also identify the computer hardware equipment with which Software will be used ("Authorised System") by make, model, and node or host identification number; for floating licenses the computer hardware equipment that must be so identified is the hardware server with which Software will be used.

1.3 Support and enhancement services shall be provided to the End User under the terms of this Agreement upon order of Mentor Graphics Software in accordance with EURORACTICE scheme and payment of the related charges.

1.4 The license and maintenance charges shall be payable through EURORACTICE by End User for each transaction in accordance with the terms of the applicable EURORACTICE scheme.

2. Shipping Delivery and Authorization Codes.

2.1 Mentor Graphics will use reasonable efforts to ship on or before the estimated shipping dates specified in Mentor Graphics' formal acknowledgement. Mentor Graphics shall not be liable for any delay or failure to deliver resulting from circumstances which are beyond Mentor Graphics' control.

2.2 Software is delivered FCA factory (Incoterms 2010), freight prepaid and invoiced to End User, except Software delivered electronically, which shall be deemed delivered when made available to End User for download. Such electronic delivery and End User's receipt and use of Software delivered electronically are subject to the terms and conditions of this Agreement. Mentor Graphics' delivery of Software by electronic means is subject to End User's provision of both a primary and an alternate e-mail address.

2.3 For security purposes, to allow the Software to operate an annual authorisation code is supplied by Mentor Graphics through EURORACTICE, who reserve the right to withhold the authorisation code if any payment is overdue.

3. Grant of License.

3.1 The software installed, downloaded, or otherwise acquired by End User under this Agreement, including any updates, modifications, revisions, copies, documentation, setup files, 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 End User, subject to payment of applicable license fees, a non-exclusive, non-transferrable license to use Software solely: (a) in machine-readable, object-code form; (b) to assist End User in the instruction of its students and in academic research in the automated design of electronic circuits and systems as described in Section 3.2 below; and, (c) on the Authorized System expressly authorised by Mentor Graphics to execute the Software. Node-specific Software will be authorised to operate on only one specific Authorised System.

Floating Software may be authorised to operate on multiple Authorised Systems, but in no event on more than one Authorised System at any one time. All Authorised Systems for a floating license must be located within a single site. Upon relocation of an Authorised System outside the original site, that item of computer hardware equipment shall cease to be an Authorised System for that license. As used in this Agreement, “site” means a connected network of computer work stations that is located at the End User’ facility, within one legal entity, and within one country and to which EURO PRACTICE assigns a membership number. For the avoidance of doubt, if End User provides any feedback or 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.

3.2 Mentor Graphics grants permission to End User to use Software on Authorised System(s) in an educational classroom or laboratory environment for Educational Purposes at the location of End User. “Educational Purposes” means the use of the Software by End User only for undergraduate teaching, postgraduate research purposes, and other publicly funded research purposes which are not intended for commercial exploitation provided always that any such use by End User, its employees, undergraduates, or postgraduates hereby authorised to use the Software shall not include its or their use of the Software directly or indirectly for any commercial purpose or purposes (including any joint venture for the design or validation of commercial products). Use of the Software for other purposes or subsequent commercialisation of the designs or products arising from education or research projects designed or validated using the Software may not be made without the prior written consent of Mentor Graphics.

3.3 End User shall complete, upon request, an annual review that provides course information - number, title, description, number of students enrolled, and Software used. End User shall not remove Software from the Authorised System(s) for any reason without Mentor Graphics’ prior written consent. Students shall not remove any Software or documentation from the classroom, laboratory, or designated study facility.

3.4 End User shall not use Software for any commercial purposes, including product development. End User shall not use Software for the purposes of benchmarking either Mentor Graphics’ technology or Software performance.

3.5 End User may choose to reference Mentor Graphics’ Software in technical articles and refereed papers as part of its or a student’s class work, project work, or academic research. End User shall seek prior written permission from Mentor Graphics before referencing Mentor Graphics’ products in publications. Such permission shall not be unreasonably withheld, provided that the publication correctly references Mentor Graphics’ products and trademarks, and the publication does not publish benchmarks or comparisons of Mentor Graphics’ technology or algorithms.

3.6 End User is not entitled to receipt or use of the source code for any Software unless separately agreed to in a signed source code license agreement or addenda to this Agreement.

3.7 End User shall allow Mentor Graphics and/or RAL access to its premises (including without limitation a right of access to the site) at reasonable times and with 24 hours’ notice to make such inspection and interview such persons on the premises that Mentor Graphics or RAL reasonably requires to satisfy itself that the use of the Software does not breach any of End User’s obligations under this Agreement. End User shall comply fully with any such inspection.

4. Embedded Software. In the event Mentor Graphics provides End User with Virtual CodeBench Software (“Virtual CodeBench”), the following supplemental terms shall apply.

4.1 Definitions.

4.1.1 “Object Code” means linkable code resulting from the translation, processing, or compiling of Source Code by a computer into machine-readable format.

4.1.2 “Open Source Software” or “OSS” means software subject to an open source license which requires as a condition for redistribution of such software, including modifications thereto, that the: (i) redistribution be in source code form or be made available in source code form; (ii) redistributed software be licensed to allow the making of derivative works; or (iii) redistribution be at no charge.

4.1.3 “Source Code” means software in a form that is readily understandable by a human being.

4.2 Grant of License. End User may internally distribute Virtual CodeBench in Object Code form and only as reasonably necessary to support the authorized uses contained in the Agreement. End User will not externally distribute any portion of Virtual Code Bench unless previously authorized by Mentor Graphics in an applicable addendum.

4.3 **Trademark Use.** Notwithstanding any provision in an OSS license agreement applicable to a component of Virtual CodeBench that permits the redistribution of such component to a third party in Source Code or Object Code, End User may not use any Mentor Graphics trademark, whether registered or unregistered, in connection with such distribution, and may not recompile the OSS components with the --with-pkgversion or --with-bugurl configuration options that embed Mentor Graphics' trademarks in the resulting binary.

4.4 **Support.** Mentor Graphics will provide End User with support in accordance with Mentor Graphics' then-current Sourcery CodeBench Software Support Terms located at <http://www.mentor.com/codebench-support-legal>. Each reference to "Sourcery CodeBench" in the support terms shall be construed to refer to "Virtual CodeBench."

5. Restrictions on Use.

5.1 End User shall not make Software available in any form to any person other than End User's employees and students, whose performance in an academic instructional/research environment requires such access and who are under obligations of confidentiality. End User shall take appropriate action to protect the confidentiality of Software and ensure that any person permitted access does not disclose or use Software except as permitted by this Agreement. In no event shall the standard of care required by this paragraph be less than the care used by End User to protect similar confidential information of its own or as deemed reasonable in light of general industry practice. End User shall give Mentor Graphics written notice of any unauthorized disclosure or use of Software as soon as End User becomes aware of such unauthorized disclosure or use. End User acknowledges that Software provided hereunder may contain source code which is proprietary and its confidentiality is of the highest importance and value to Mentor Graphics. End User acknowledges that Mentor Graphics may be seriously harmed if such source code is disclosed in violation of this Agreement. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, or as provided in Section 6.6 below, End User shall not reverse-assemble, disassemble, reverse-compile, or reverse-engineer any Software, or in any way derive any source code from Software that is not provided to End User in source code form. 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' trade secret and proprietary languages 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.

5.2 End User agrees that it will not subject any Software to any open source software ("OSS") license that conflicts with this Agreement or that does not otherwise apply to such Software.

5.3 End User may not assign this Agreement or the rights and duties under it, or relocate, sublicense, or otherwise transfer Software, 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.

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

6. Permission to Copy Software.

6.1 Except as provided in Section 6.6 below, End User may copy Software (whether for operational or back up purposes) only as reasonably necessary to support the authorized use and End User shall not otherwise permanently or temporarily reproduce the Software by any means and in any form, in whole or in part, for any purpose whatsoever.

6.2 End User shall maintain, reproduce, and include in all copies of Software all notices and legends included in Software as received from Mentor Graphics and shall affix to the copy medium and the container housing the medium all notices and legends affixed to the medium or container as received from Mentor Graphics.

6.3 All copies of Software, whether provided by Mentor Graphics or made by End User, shall be and remain the property of Mentor Graphics or third parties from whom Mentor Graphics has obtained a licensing right.

6.4 End User shall maintain a record of the number and location of all copies made of Software, including Software that has been merged with other software, and make such record available to Mentor Graphics upon request.

6.5 Before recycling, discarding, or disposing of any media containing any Software, End User shall erase or otherwise destroy Software contained in such media.

6.6 End User is entitled to reproduce the code of the Software and to translate the form of the code (i.e. to decompile the code) where such decompilation is indispensable to obtain the information necessary to achieve the interoperability of an independently created computer program with other programs if the conditions of Article 6.1 of the European Union Council Directive 2009/24/EC dated 23 April 2009, relating to the legal protection of computer programs are met.

7. Open Source Software.

Software may contain OSS or code distributed under a proprietary third party license agreement, to which additional rights or obligations (“Third Party Terms”) may apply. Please see the applicable Software documentation (including license files, header files, read-me files, or source code) for details. In the event of conflict between the terms of this Agreement (including any addenda) and the Third Party Terms, the Third Party Terms will control solely with respect to the OSS or third party code. The provisions of this Section 7 shall survive the termination of this Agreement.

8. Support Services.

Support services shall be provided by the EURO PRACTICE Software Service according to the current EURO PRACTICE scheme. End User will provide the EURO PRACTICE Software Service with the name, address and telephone number of a Technical Administrator and alternate for each site covered by the Agreement. The Technical Administrator and alternate must have a working knowledge of the Software products. Only the EURO PRACTICE Software Service are authorised to contact Mentor Graphics’ Customer Service Department for support services. End User will immediately notify the EURO PRACTICE Software Service of any changes in name, address, or telephone number of the Technical Administrator or alternate.

9. Limited Warranty.

9.1 Mentor Graphics warrants that during the warranty period its standard generally supported Software when properly installed will substantially conform to the functional specifications set forth in the applicable user manual. Mentor Graphics does not warrant that Software will meet End User's requirements or that operation of the Software 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. End User must notify Mentor Graphics 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 Software updates. This warranty shall not be valid if Software has been subject to abuse, misuse, unauthorized modification or repair, improper installation or End User is not in compliance with this Agreement. MENTOR GRAPHICS’ ENTIRE LIABILITY AND END USER’S EXCLUSIVE REMEDY SHALL BE, AT MENTOR GRAPHICS’ OPTION, EITHER (A) REFUND OF THE PRICE PAID UPON RETURN OF THE SOFTWARE TO MENTOR GRAPHICS, OR (B) MODIFICATION OR REPLACEMENT OF SOFTWARE THAT DOES NOT MEET MENTOR GRAPHICS LIMITED WARRANTY, PROVIDED END USER HAS OTHERWISE COMPLIED WITH THIS AGREEMENT. MENTOR GRAPHICS MAKES NO WARRANTY WITH RESPECT TO SERVICES. ALL SERVICES ARE PROVIDED “AS IS.”

9.2 MENTOR GRAPHICS MAKES NO WARRANTY WITH RESPECT TO ANY PRODUCT THAT MENTOR GRAPHICS MAY PROVIDE TO END USER EXCEPT ITS STANDARD, GENERALLY SUPPORTED SOFTWARE PRODUCTS.

9.3 THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND NEITHER MENTOR GRAPHICS NOR ITS LICENSORS MAKE ANY OTHER WARRANTIES, EXPRESS IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, SERVICES, OR OTHER MATERIAL 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.

10. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED 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 END USER FOR THE 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 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Infringement.

11.1 Mentor Graphics shall defend or settle at its sole option and expense any action brought against End User alleging that any standard, generally supported Software furnished by Mentor Graphics under this Agreement infringes a European patent or copyright. Mentor Graphics will pay any costs and damages finally awarded against End User that are attributable to such action. End User understands and agrees that as conditions to Mentor Graphics' obligations under this section, End User 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.

11.2 If a claim is made under Section 11.1, Mentor Graphics may, at its sole option and expense either: (a) replace or modify the Software so that it becomes noninfringing; or, (b) procure for End User the right to continue using the product. If in Mentor Graphics' sole opinion neither of the foregoing alternatives is financially practicable or otherwise reasonably available, Mentor Graphics may require the return of the Software and refund to End User the purchase price and any transportation costs paid hereunder less a reasonable allowance for use.

11.3 Mentor Graphics has no liability if the action is based upon: (a) the combination of the Software with any product not furnished by Mentor Graphics; (b) the modification of the Software other than by Mentor Graphics; (c) the use of other than a current unaltered release of Software; (d) the use of Software as part of an infringing process; (e) any software provided by Mentor Graphics' licensors who do not provide such indemnification to Mentor Graphics' customers; (f) OSS, except to the extent that the infringement is directly caused by Mentor Graphics' modifications to such OSS; or (g) infringement by End User that is deemed willful. In the case of (g), End User shall reimburse Mentor Graphics for its reasonable attorney fees and other costs related to the action.

11.4 THIS SECTION 11 IS SUBJECT TO SECTION 10 ABOVE AND STATES THE ENTIRE LIABILITY OF MENTOR GRAPHICS AND ITS LICENSORS, AND END USER'S SOLE AND EXCLUSIVE REMEDY, FOR DEFENSE, SETTLEMENT, AND DAMAGES, WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT BY ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT.

12. Term, Termination, and Effect of Termination.

12.1 Any license granted under this Agreement shall have a term of 12 months commencing on the first day of each Academic Year (first of October), unless earlier terminated pursuant to Section 12.2.

12.2 This Agreement is effective until terminated, and may be terminated as follows:

12.2.1 Mentor Graphics may terminate this Agreement and/or any license granted under this Agreement immediately upon written notice if End User: (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.

12.2.2 Either party may terminate this Agreement or any license granted under it:

- (a) upon written notice delivered to the other at least 90 days before the end of the current Academic Year (i.e. before July, 1) and at the same time notifying EURO PRACTICE (RAL).
- (b) at any time upon written notice if the other party fails to comply with any material term or condition of this Agreement. The party not in compliance shall have 30 days after notice to cure any failure and avoid termination.

12.2.3 This Agreement and any license granted under it shall be terminated automatically if the Master EURO PRACTICE Agreement between Mentor Graphics and RAL is terminated. End User may continue to use the Software subject to satisfactory arrangements for continuation being made with Mentor Graphics.

12.3 Upon termination of any license, End User shall return to Mentor Graphics or destroy all Software covered by such license, including all copies and documentation, and shall furnish to Mentor Graphics a certificate of compliance with this provision signed by an officer or authorised representative of End User.

12.4 Termination of this Agreement shall not release either party from its obligations of confidence under this Agreement and shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to either party.

13. General Provisions.

13.1 Confidentiality. The specific terms and conditions of this Agreement are confidential and neither party shall disclose such to any third party without the prior written consent of the other party, except to the parties' outside attorneys, bankers, and accountants or as may be required by a court of competent jurisdiction and, in the case of Mentor Graphics, to its affiliated companies.

13.2 Entire Agreement; Amendment. This document contains the entire agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, written or oral, between the parties. This Agreement may not be modified except by written document signed by an authorised representative of each party.

13.3 Export. The Software provided hereunder is subject to regulation by local laws and European Union ("E.U.") and United States ("U.S.") government agencies, which prohibit export, re-export, or diversion of certain products, information about the products, and direct or indirect products thereof, to certain countries and certain persons. End User agrees that it will not export or re-export Software in any manner without first obtaining all necessary approval from appropriate local, E.U., and U.S. government agencies. If End User wishes to disclose to Mentor Graphics any information that is subject to any E.U., U.S., or other applicable export restrictions, including without limitation the U.S. International Traffic in Arms Regulations (ITAR), or information that is controlled under the Export Administration Regulations (EAR) for a "Reason of Control" other than "Anti-terrorism (AT)," as defined in the U.S. Commerce Control List, End User will notify Mentor Graphics personnel in advance of each instance of disclosure that such information is subject to such export restrictions.

13.4 U.S. Government License Rights. Software was developed entirely at private expense. The parties agree that all Software is commercial computer software within the meaning of the applicable acquisition regulations. Accordingly, pursuant to U.S. 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, which shall supersede any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws.

13.5 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.

13.6 Notice. All notices required or authorised under this Agreement shall be given in writing and shall refer to this Agreement. All notices shall be effective upon delivery if delivered in person or upon mailing if mailed at a Post Office, with recorded delivery, postage prepaid, addressed or delivered to End User at End User's address listed on page one or to: General Manager, Mentor Graphics (Ireland) Ltd., East Park – Shannon Free Zone, Shannon, Co. Clare, Ireland or at such other address that either party provides by advance written notice to the other party.

13.7 Waiver. No term of this Agreement shall be considered waived and no breach excused by either party unless made in writing. No consent, waiver, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver, or excuse.

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

13.9 Assignment. Mentor Graphics may delegate, subcontract, or assign any of its rights or duties to an affiliated company or third party, but no such delegation, subcontract, or assignment shall relieve Mentor Graphics of its obligations hereunder. This Agreement and the rights and duties under it may not be sublicensed, assigned, or otherwise transferred by End User without the prior written consent of Mentor Graphics.

13.10 Controlling Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of

England. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England.

ACCEPTED AND AGREED by the following authorized representative of the parties:

MENTOR GRAPHICS (IRELAND) LIMITED

END USER: _____

Signature: _____

Signature: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____