FORM OF AFFILIATE AGREEMENT  
  
  
 THIS AFFILIATE AGREEMENT is being executed and delivered as of October 28,  
1996 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Stockholder") in favor of and for the benefit of  
CADENCE DESIGN SYSTEMS, INC., a Delaware corporation ("Parent").  
  
 RECITALS  
  
 A. Stockholder is a stockholder of, and is an officer and director of,  
Xxxxxx & Chyan Technology, Inc., a Delaware corporation (the "Company").  
  
 B. Parent, the Company and Wyoming Acquisition Sub, Inc., a Delaware  
corporation and a wholly owned subsidiary of Parent ("Merger Sub"), have entered  
into an Agreement and Plan of Merger and Reorganization dated as of October 28,  
1996 (the "Reorganization Agreement"), providing for the merger of Merger Sub  
into the Company (the "Merger"). The Reorganization Agreement contemplates  
that, upon consummation of the Merger, (i) holders of shares of the common stock  
of the Company will receive shares of common stock of Parent ("Parent Common  
Stock") in exchange for their shares of common stock of the Company and (ii) the  
Company will become a wholly owned subsidiary of Parent. It is accordingly  
contemplated that Stockholder will receive shares of Parent Common Stock in the  
Merger.  
  
 C. Stockholder understands that the Parent Common Stock being issued in  
the Merger will be issued pursuant to a registration statement on Form S-4, and  
that Stockholder may be deemed an "affiliate" of Parent: (i) as such term is  
defined for purposes of paragraphs (c) and (d) of Rule 145 under the Securities  
Act of 1933, as amended (the "Act"); and (ii) for purposes of determining  
Parent's eligibility to account for the Merger as a "pooling of interests" under  
Accounting Series Releases 130 and 135, as amended, of the Securities and  
Exchange Commission (the "SEC"), and under other applicable "pooling of  
interests" accounting requirements.  
  
 AGREEMENT  
  
 1. REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER. Stockholder represents  
and warrants to Parent as follows:  
  
 (a) Stockholder is the holder and "beneficial owner" (as defined in  
Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of the number  
of shares of common stock of the Company set forth beneath Stockholder's  
signature on the signature page hereof (the "Company Shares"), and Stockholder  
has good and valid title to the Company Shares, free and clear of any liens,  
pledges, security interests, adverse claims, equities, options, proxies,  
charges, encumbrances or restrictions of any nature.  
  
  
  
 (b) Stockholder has carefully read this Affiliate Agreement and, to  
the extent Stockholder felt necessary, has discussed with counsel the  
limitations imposed on Stockholder's ability to sell, transfer or otherwise  
dispose of the Company Shares and the shares of Parent Common Stock that  
Stockholder is to receive in the Merger (the "Parent Shares"). Stockholder  
fully understands the limitations this Affiliate Agreement places upon  
Stockholder's ability to sell, transfer or otherwise dispose of the Company  
Shares and the Parent Shares.  
  
 (c) Stockholder understands that the representations, warranties and  
covenants set forth in this Affiliate Agreement will be relied upon by Parent  
and its counsel and accountants for purposes of determining Parent's eligibility  
to account for the Merger as a "pooling of interests" and for purposes of  
determining whether Parent should proceed with the Merger.  
  
  
 2. REPRESENTATION AND WARRANTY OF PARENT. Parent represents and warrants  
to Stockholder that it shall make available adequate current public information  
as required by Rule 144(c) promulgated by the SEC under the Act.  
  
 3. PROHIBITIONS AGAINST TRANSFER.  
  
 (a) Stockholder agrees that, during the period from the date 30 days  
prior to the date of consummation of the Merger through the date on which  
financial results covering at least 30 days of post-Merger combined operations  
of Parent and the Company have been published by Parent (within the meaning of  
the applicable "pooling of interests" accounting requirements):  
  
 (i) Stockholder shall not sell, transfer or otherwise dispose of,  
 or reduce Stockholder's interest in or risk relating to, (A) any  
 capital stock of the Company (including without limitation the Company  
 Shares and any additional shares of capital stock of the Company  
 acquired by Stockholder, whether upon exercise of a stock option or  
 otherwise), except pursuant to and upon consummation of the Merger, or  
 (B) any option or other right to purchase any shares of capital stock  
 of the Company, except pursuant to and upon consummation of the  
 Merger; and  
  
 (ii) Stockholder shall not sell, transfer or otherwise dispose  
 of, or reduce Stockholder's interest in or risk relating to, (A) any  
 shares of capital stock of Parent (including without limitation the  
 Parent Shares and any additional shares of capital stock of Parent  
 acquired by Stockholder, whether upon exercise of a stock option or  
 otherwise), or (B) any option or other right to purchase any shares of  
 capital stock of Parent.  
  
 (b) Notwithstanding Section 3(a):  
  
 (i) Stockholder may make a bona fide gift of up to an aggregate  
 of 100,000 Company Shares to members of Stockholder's immediate family  
 and to an organization qualified under Section 501(c)(3) of the  
 Internal Revenue Code of 1986, so long as such organization has  
 traditionally been supported by contributions from the general public  
 (as opposed to supported largely by a specific  
  
  
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 donor); PROVIDED, HOWEVER, that the transferee of such Company Shares  
 agrees in writing prior to any such transfer to be bound by the  
 limitations set forth in this Affiliate Agreement; and  
  
 (ii) Stockholder may sell, transfer or otherwise dispose of up to  
 1,500 additional Company Shares.  
  
  
 (c) Stockholder agrees that Stockholder shall not effect any sale,  
transfer or other disposition of any Parent Shares unless:  
  
 (i) such sale, transfer or other disposition is effected  
 pursuant to an effective registration statement under the Act;  
  
 (ii) such sale, transfer or other disposition is made in  
 conformity with the requirements of Rule 145 under the Act, as  
 evidenced by a broker's letter and a representation letter executed by  
 Stockholder (satisfactory in form and content to Parent) stating that  
 such requirements have been met;  
  
 (iii) counsel reasonably satisfactory to Parent shall have  
 advised Parent in a written opinion letter (satisfactory in form and  
 content to Parent), upon which Parent may rely, that such sale,  
 transfer or other disposition will be exempt from registration under  
 the Act; or  
  
 (iv) an authorized representative of the SEC shall have rendered  
 written advice to Stockholder to the effect that the SEC would take no  
 action, or that the staff of the SEC would not recommend that the SEC  
 take action, with respect to such sale, transfer or other disposition,  
 and a copy of such written advice and all other related communications  
 with the SEC shall have been delivered to Parent.  
  
  
 4. STOP TRANSFER INSTRUCTIONS; LEGEND.  
  
 Stockholder acknowledges and agrees that (a) stop transfer  
instructions will be given to Parent's transfer agent with respect to the Parent  
Shares, and (b) each certificate representing any of such shares shall bear a  
legend identical or similar in effect to the following legend (together with any  
other legend or legends required by applicable state securities laws or  
otherwise):  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145(d) OF THE SECURITIES ACT OF 1933  
 AND "POOLING OF INTERESTS" ACCOUNTING TREATMENT APPLY AND MAY NOT  
 BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR  
 HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE  
  
  
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 PROVISIONS OF SUCH RULE, IN ACCORDANCE WITH THE REQUIREMENTS  
 FOR "POOLING OF INTERESTS" ACCOUNTING TREATMENT AND IN  
 ACCORDANCE WITH THE TERMS OF AN AGREEMENT DATED AS OF  
 OCTOBER 28, 1996, BETWEEN THE REGISTERED HOLDER HEREOF AND  
 THE ISSUER, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL  
 OFFICES OF THE ISSUER."  
  
 5. INDEPENDENCE OF OBLIGATIONS. The covenants and obligations of  
Stockholder set forth in this Affiliate Agreement shall be construed as  
independent of any other agreement or arrangement between Stockholder, on the  
one hand, and the Company or Parent, on the other. The existence of any claim  
or cause of action by Stockholder against the Company or Parent shall not  
constitute a defense to the enforcement of any of such covenants or obligations  
against Stockholder.  
  
 6. SPECIFIC PERFORMANCE. Stockholder agrees that in the event of  
any breach or threatened breach by Stockholder of any covenant, obligation or  
other provision contained in this Affiliate Agreement, Parent shall be entitled  
(in addition to any other remedy that may be available to Parent) to: (a) a  
decree or order of specific performance or mandamus to enforce the observance  
and performance of such covenant, obligation or other provision; and (b) an  
injunction restraining such breach or threatened breach.  
  
 7. OTHER AGREEMENTS. Nothing in this Affiliate Agreement shall  
limit any of the rights or remedies of Parent under the Reorganization  
Agreement, or any of the rights or remedies of Parent or any of the obligations  
of Stockholder under any agreement between Stockholder and Parent or any  
certificate or instrument executed by Stockholder in favor of Parent; and  
nothing in the Reorganization Agreement or in any other agreement, certificate  
or instrument shall limit any of the rights or remedies of Parent or any of the  
obligations of Stockholder under this Affiliate Agreement.  
  
 8. NOTICES. Any notice or other communication required or permitted  
to be delivered to Stockholder or Parent under this Affiliate Agreement shall be  
in writing and shall be deemed properly delivered, given and received when  
delivered (by hand, by registered mail, by courier or express delivery service  
or by facsimile) to the address or facsimile telephone number set forth beneath  
the name of such party below (or to such other address or facsimile telephone  
number as such party shall have specified in a written notice given to the other  
party):  
  
 IF TO PARENT:  
  
 Cadence Design Systems, Inc.  
 0000 Xxxxx Xxxxxx  
 Xxx Xxxx, Xxxxxxxxxx 00000  
 Attention: General Counsel  
 Facsimile: (000) 000-0000  
  
  
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 IF TO STOCKHOLDER:  
  
   
   
   
   
 9. SEVERABILITY. If any provision of this Affiliate Agreement or  
any part of any such provision is held under any circumstances to be invalid or  
unenforceable in any jurisdiction, then (a) such provision or part thereof  
shall, with respect to such circumstances and in such jurisdiction, be deemed  
amended to conform to applicable laws so as to be valid and enforceable to the  
fullest possible extent, (b) the invalidity or unenforceability of such  
provision or part thereof under such circumstances and in such jurisdiction  
shall not affect the validity or enforceability of such provision or part  
thereof under any other circumstances or in any other jurisdiction, and (c) the  
invalidity or unenforceability of such provision or part thereof shall not  
affect the validity or enforceability of the remainder of such provision or the  
validity or enforceability of any other provision of this Affiliate Agreement.  
Each provision of this Affiliate Agreement is separable from every other  
provision of this Affiliate Agreement, and each part of each provision of this  
Affiliate Agreement is separable from every other part of such provision.  
  
 10. GOVERNING LAW. This Affiliate Agreement shall be construed in  
accordance with, and governed in all respects by, the laws of the State of  
Delaware (without giving effect to principles of conflicts of laws).  
  
 11. WAIVER; TERMINATION. No failure on the part of Parent to  
exercise any power, right, privilege or remedy under this Affiliate Agreement,  
and no delay on the part of Parent in exercising any power, right, privilege or  
remedy under this Affiliate Agreement, shall operate as a waiver of such power,  
right, privilege or remedy; and no single or partial exercise of any such power,  
right, privilege or remedy shall preclude any other or further exercise thereof  
or of any other power, right, privilege or remedy. Parent shall not be deemed  
to have waived any claim arising out of this Affiliate Agreement, or any power,  
right, privilege or remedy under this Affiliate Agreement, unless the waiver of  
such claim, power, right, privilege or remedy is expressly set forth in a  
written instrument duly executed and delivered on behalf of Parent; and any such  
waiver shall not be applicable or have any effect except in the specific  
instance in which it is given. If the Reorganization Agreement is terminated,  
this Affiliate Agreement shall thereupon terminate.  
  
  
 12. CAPTIONS. The captions contained in this Affiliate Agreement are  
for convenience of reference only, shall not be deemed to be a part of this  
Affiliate Agreement and shall not be referred to in connection with the  
construction or interpretation of this Affiliate Agreement.  
  
 13. FURTHER ASSURANCES. Stockholder shall execute and/or cause to be  
delivered to Parent such instruments and other documents and shall take such  
other actions as Parent may reasonably request to effectuate the intent and  
purposes of this Affiliate Agreement.  
  
  
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 14. ENTIRE AGREEMENT. This Affiliate Agreement, the Reorganization  
Agreement, any Voting Agreement, Employment Agreement or Noncompetition  
Agreement between Stockholder and Parent and any Continuity of Interest  
Certificate or Irrevocable Proxy executed by Stockholder in favor of Parent  
collectively set forth the entire understanding of Parent and Stockholder  
relating to the subject matter hereof and thereof and supersede all other prior  
agreements and understandings between Parent and Stockholder relating to the  
subject matter hereof and thereof.  
  
  
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 15. NON-EXCLUSIVITY. The rights and remedies of Parent hereunder are  
not exclusive of or limited by any other rights or remedies which Parent may  
have, whether at law, in equity, by contract or otherwise, all of which shall be  
cumulative (and not alternative).  
  
 16. AMENDMENTS. This Affiliate Agreement may not be amended,  
modified, altered or supplemented other than by means of a written instrument  
duly executed and delivered on behalf of Parent and Stockholder.  
  
 17. ASSIGNMENT. This Affiliate Agreement and all obligations of  
Stockholder hereunder are personal to Stockholder and may not be transferred or  
delegated by Stockholder at any time. Parent may freely assign any or all of  
its rights under this Affiliate Agreement, in whole or in part, to any other  
person or entity without obtaining the consent or approval of Stockholder.  
  
 18. BINDING NATURE. Subject to Section 17, this Affiliate Agreement  
will inure to the benefit of Parent and its successors and assigns and will be  
binding upon Stockholder and Stockholder's representatives, executors,  
administrators, estate, heirs, successors and assigns.  
  
 19. SURVIVAL. Each of the representations, warranties, covenants and  
obligations contained in this Affiliate Agreement shall survive the consummation  
of the Merger.  
  
 Stockholder has executed this Affiliate Agreement on October 28, 1996.  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
  
 Number of shares of  
 common stock of the Company:  
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 7.