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You agree to review this Agreement prior to accessing any information or obtaining any documents from the Site. As Cadence continues to grow, our company policies or business practices may change. If our policies or practices require changes to this Agreement, we will make such changes by updating this Agreement online. If we revise the Agreement, you will not be notified individually. Thus, we strongly advise you to periodically check this Site to and review any changes. YOUR CONTINUED USE OF THIS SITE INDICATES YOUR COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME.

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4. Indemnification

You agree to indemnify Cadence and its affiliates, directors, officers,

employees, vendors, and agents from, and against all liabilities, expenses (including court costs and attorneys' fees), losses, and other damages that are caused by, arise out of, or relate to, your use of the Site. This includes, but is not limited to, any claim of libel, defamation, obscenity, negligence, violation of rights of privacy or publicity, loss of service by other users of the Site, property damage, and infringement of intellectual property or other rights. Cadence will notify you promptly of any claim for which it seeks indemnification. You will be afforded the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in any manner prejudicial to Cadence interests, as reasonably determined by Cadence.

5. Submission of information and materials on the site

Cadence does not want you to submit confidential or proprietary information on this Site. Any information or materials you provide will be deemed not to be confidential. By sending information or materials to Cadence you grant Cadence an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit or distribute those materials or information. You also agree that Cadence is free to use any ideas, concepts, know-how or techniques that you send to Cadence. Any information disclosed in chat rooms, forums, message boards, and news groups becomes public information. We will collect such information as you choose to disclose. Any postings to chat rooms, forums, message boards, contests, or similar information you submit, as well as any computer code, bug fix, or other creative idea you provide, shall be deemed, and shall remain, the property of Cadence. Cadence shall use such information without restriction as it sees fit throughout the world.

6. Partners and third-party vendors

6.1 The Site allows interactive transactions and access to the sites of Cadence's partners and other third-party vendors (collectively

"Vendors") from which you may purchase certain goods and services. Cadence does not control the products or services offered by the Vendors, nor does it control the content of their sites. Unless otherwise stated, Vendors are responsible for all aspects of order processing, fulfillment, billing, and customer service. Cadence is not a party to any transactions between you and the Vendors. Cadence cannot and does not make any representations or warranties as to the security of any information, including, without limitation, credit card and other personal information you might transmit to a Vendor. You are strongly encouraged to investigate and make whatever inquiries you feel are necessary or appropriate before proceeding with any online or offline transaction with a Vendor.

6.2 All rules, policies (including privacy policies), and operating procedures of Vendors will apply to you while you are on the Vendors' sites. Cadence is not responsible for the information you provide to the Vendors. Vendors and Cadence are independent contractors and neither party has any authority to make any representations or communications on behalf of the other.

7. Chat rooms/message boards/bulletin boards/blogs/news groups

7.1 Postings. This Site may provide you with access to a wide variety of discussion forums, bulletin boards, chat areas, news groups, "blogs," or other message or communication facilities (collectively, "Communities"). All messages, comments, opinions, videos, photographs, creative works or other material posted on the Site (collectively, "Postings") are the sole responsibility of the person who created the Posting, or the person hosting that Community. Postings do not reflect the views of Cadence and Cadence has no obligation to monitor, edit or review any Postings on the Site. However, Cadence reserves the right and will take such action as it deems appropriate or necessary to comply with any applicable law or regulation or this

Agreement, including but not limited to editing, refusing to post, or

Agreement, including but not limited to editing, refusing to post, or removing any Posting or other material, in whole in part, for any reason, in our sole discretion.

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Cadence does not endorse or support any opinions expressed in the Communities, nor does it represent or guarantee the truthfulness or accuracy of any information posted in the Communities. CADENCE DISCLAIMS ALL LIABILITY WITH REGARD TO POSTINGS OR OTHER COMMUNICATIONS NOT CREATED BY CADENCE.

7.2 Community Rules. You are responsible for your own Postings and other communications, including any consequences that may result from the communication. You may only use the Communities for Postings that are legal, proper, and related to the particular Community. In addition, you must abide by the following Community Rules. While using this Site, you are strictly prohibited from:

- Impersonating another person or entity, or posting, publishing, uploading, or in any way distributing, transmitting, or disseminating (collectively, "Disseminating") any message anonymously or under a false name;
- Defaming, harassing, threatening, stalking, abusing, or otherwise violating the legal rights (such as the rights of privacy and publicity) of others;
- Disseminating any obscene, pornographic, profane, or otherwise objectionable information, or unlawful information;
- Disseminating any material that infringes any patent, copyright, trademark, or trade secrets ("Intellectual Property") unless you are, or have the permission of the owner of the Intellectual Property to post or transmit such material;
- Disseminating any corrupted files, files that contain viruses or other destructive features, or any other software or programs that may corrupt, modify or damage another party's computer;

- Engaging in any commercial activities, including advertising or offering to sell any goods or services, unless in a Community intended for commercial activity;
- Disseminating chain letters, pyramid schemes, surveys, contests, charity requests, or petitions for signatures;
- Disseminating Spam* (see definition below) or otherwise interfering with, restricting, or inhibiting other users of this Site;
*Cadence defines "Spam" as the sending of a message, individually or en masse, to anyone not requesting it, or would not otherwise choose to receive it, regardless of whether sent by a business, individual, or nonprofit organization.
- Disseminating any other communications or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Cadence will fully cooperate with law enforcement authorities and legal process requesting Cadence to disclose the identity of anyone who has violated one or more of these Community Rules.

7.3 Termination of account. Cadence may, in its sole discretion, terminate your account(s) if it believes you have violated any of the Community Rules, the Copyright Infringement Policy set forth below, or any other provision in this Agreement.

7.4 No obligation to monitor. Cadence has no obligation to monitor or control the Communities, except to respond to customer service inquiries. However, Cadence reserves the right to take such action as it deems appropriate or necessary to comply with any applicable law or regulation, or this Agreement, including but not limited to editing, refusing to post, or removing any Posting or other material, in whole in part, for any reason, in our sole discretion.

8. Accuracy of information

Information provided on this Site, including information concerning any

products or their use, is deemed reliable, but is not guaranteed to be accurate. All listings and information are subject to change without prior notice.

9. Copyright infringement policy

Cadence may, in appropriate circumstances, terminate your license to use the Site and/or your account(s) if it determines in its sole and absolute discretion that you are involved in infringing activity, including acts or first-time or repeat infringement, regardless of whether the material is ultimately determined to be infringing.

Cadence accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. If you believe that your work has been used or is accessible on the Site in a way that constitutes copyright infringement, please submit a written notice to our designated copyright agent:

ATTN: Copyright Agent
Cadence Legal Department
2655 Seely Avenue
San Jose, California 95134
or copyright@cadence.com.

The notice MUST contain the following information:

- A description of the copyrighted work that you claim has been infringed, including the exact location where the copyrighted work exists or a copy of the copyrighted work;
- A description of the location on the Site of the material that you claim is infringing, reasonably sufficient to permit Cadence to locate the material;
- Your address, telephone number, and email address;
- A statement that you have a good-faith belief that the disputed use is not authorized by you (if you are the copyright owner), or is not authorized by the copyright owner, its agent, or the law;

- A statement from you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner, or you are authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature.

10. Applicable law

These Terms of Use shall be treated as though they were executed and performed in San Jose, CA, and shall be governed and construed in accordance with the laws of the State of California (without regard to conflict of law principles). The language in this Agreement shall be interpreted in a neutral manner and in accordance with their fair meaning. Any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted them is not applicable and is waived. All legal proceedings arising out of, or in connection with, this Agreement shall be brought solely in San Jose, California. You expressly submit to the jurisdiction of the federal and state courts located San Jose, California, and you consent to extra-territorial service of process. Cadence and its affiliates make no warranties or representations that materials on this Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws.

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The United States controls the export of products and information. You agree to comply with such restrictions and not to export or re-export the materials to countries or persons prohibited under the export control laws. By downloading any materials, you represent that you are not in a country where such export is prohibited and that you are not on the US Commerce Department's Table of Denial Orders or the US Treasury Department's list of specially-designated Nationals. Any

goods, technology or services of Cadence provided to you through this site are provided in accordance with U.S. Export Regulations, diversion contrary to U.S. law is prohibited. ECN: 3d991

12. Credit cards

Cadence takes your privacy seriously. We do not share your credit card information with any third party. To protect the security of your credit card information we employ the industry standard Secure Sockets Layer (SSL) technology. We also encrypt your credit card number when we store your order and whenever we transmit that information to participating merchants. For further information, see our Privacy Policy.

13. Passwords

If you elect to register and obtain a password, you represent and warrant that you will not transfer your password, as it is not transferable.

14. Parental controls

Pursuant to 47 U.S.C. Section 230 (d), as amended, please be advised that parental control protections (such as computer hardware, software, or filtering services) that limit access to material harmful to minors are available for you to download to your computer or purchase. Information identifying current providers of such protections is available at: www.asacp.org.

To view our policy regarding the privacy of personal information related to children under the age of 13, please read our Privacy Policy.

15. Miscellaneous

For information on our Privacy Policy, [click here](#). The terms of the Privacy Policy are incorporated by reference into this Agreement. In the event that any term or statement elsewhere on this Site conflicts with or is contrary to this Agreement, this Agreement shall control. All rights not expressly granted to you in this Agreement are reserved to Cadence. You agree that these Terms of Use are not intended to confer and do not confer any rights or remedies upon any person other than the parties to this Agreement. You are responsible for compliance with the laws of your local jurisdiction. If any portion of this Agreement is determined to be invalid or unenforceable, all other terms of the Agreement will remain valid and enforceable. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of that party to enforce such provision or any other provision.



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