

NON-DISCLOSURE AND PROPRIETARY INFORMATION AGREEMENT

This Non-Disclosure and Proprietary Information Agreement ("Agreement") is made by the individual named below ("I" or "me"), who is engaged to perform work for Synopsys, Inc., or any of its current or future subsidiaries, affiliates, successors, or assigns (hereafter "Company"), as an employee of a vendor or contractor ("my employer") of the Company under the terms and conditions of the master services agreement entered into between my employer and the Company.

1. Proprietary Information; Duty of Non-Disclosure. I recognize that the Company possesses proprietary and/or confidential information, which has commercial value in part based on it being kept confidential. Such information includes but is not limited to trade secrets, algorithms, formulas, processes, data, know-how, computer software in both source and object form, interfaces, data structures, improvements, inventions, works of authorship, techniques, research, developments, patent applications, laboratory notebooks, mask works, engineering designs and drawings, specifications, hardware configuration information, marketing plans, strategies, forecasts, customer lists, price lists, pricing methodologies, cost data, market share data, agreements with third parties, lists of, or information relating to, employees and consultants of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), and non-public information about the Company's customers and suppliers, including their buying and selling habits and special needs. All of this information is collectively called "Proprietary Information," and may have been or may be disclosed to me by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation. All Proprietary Information is and shall be the sole property of the Company, and the Company is and shall be sole owner of all property rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, when I am performing services for the Company as well as afterwards, I will keep confidential all Proprietary Information, as well as any such confidential and/or proprietary information belonging to a third party and entrusted to the Company ("Third Party Information"), and I will not use or disclose such Proprietary Information or Third Party Information or anything relating to it without the written consent of the Company, except as may be necessary to provide services to the Company under this Agreement or as required by law. I further agree that I will not improperly use or disclose any confidential, proprietary, or secret information of my former clients or any other person or company, and will not bring such information onto the Company's property or place of business.

2. Ownership; Return of Property. All documents, records, equipment, and other physical property, whether or not pertaining to Proprietary Information or Third Party Information, as well as intangible property, including Proprietary Information and Third Party Information, furnished to me by the Company or produced by me or others in connection with this Agreement shall be and remain the sole property of the Company or third party, as applicable. During my relationship with the Company I may, solely or jointly, author, discover, develop, conceive, or reduce to practice in connection with, or as a result of, my relationship with the Company and/or my employer, discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable ("Inventions"). Such inventions include but are not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I will promptly make full written disclosure to my employer and the Company, will hold in trust for the sole right and benefit of the Company, and insofar as such Inventions are not already assigned to my employer, I hereby assign to the Company, or its designee, all of my right, title and interest throughout the world in and to any such Inventions. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims that I now or later may have for infringement of any and all such Inventions. Any assignment of such Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights known or referred to as "moral rights," "artist's rights," "droit moral," or the like. If in the course of my relationship with the Company I use or incorporate into any Company product, service, process, or machine any discoveries, developments, concepts, designs, ideas, know how, modifications, improvements, derivative works, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind. I shall not delete or destroy any Company documents, records, equipment, and other physical property without the express permission of the Company. I shall return it to the Company and/or delete it from all non-Company devices immediately when requested by the Company. Even if the Company does not so request, upon termination of my services to the Company, I shall deliver all such property to the Company, or to any persons designated by it, and I will not delete or destroy any such property or take with me any reproduction of such property.

3. No Conflicts of Interest. During my engagement with the Company, I will not, without the Company's express written consent, engage in any employment, business, or other activity that (i) uses any Third Party Information or Company information (including but not limited to Proprietary Information), equipment, supplies, facilities or materials; (ii) otherwise conflicts with the Company's business interest or causes a disruption of its operations; or (iii) if I am providing engineering, information technology, or research & development services, directly competes with the business of the Company.
4. No Employment Relationship. I understand and agree that this Agreement is not a contract of employment. I further understand and agree that I am not and will not at any time while on assignment with the Company be an employee of the Company or have any right to employment at the Company. I will not be eligible to participate in or receive any benefits under the Company's compensation plans, pension plans, savings plans, health plans, stock option plans, or any other employee benefit plan sponsored by the Company.
5. Work Policies and Systems Use. I agree that it is my responsibility to ensure that my conduct will comply with the Company's Code of Ethics and Business Conduct and such other policies as may be applicable to contractors or contingent workers. If the Company provides me with access to its network or systems, I agree (a) to use such systems in a professional manner, (b) to use such systems only for the purposes of providing services under this Agreement, and (c) to use such systems in compliance with the Company's applicable standards and requirements of use.
6. Equitable Remedies. I also understand that any breach of this Agreement related to the ownership or improper use, disclosure or misappropriation of Proprietary Information or Third Party Information will cause irreparable harm to the Company for which damages would not be an adequate remedy, and, therefore, the Company will be entitled to specific performance or other injunctive relief in addition to any other remedies, and without any requirement to post bond.
7. No Expectation of Privacy in Electronic Resources or Workspaces. I acknowledge that, insofar as permissible by law, I have no right of personal privacy with respect to the Company's electronic resources, which include but are not limited to all networking, computing, telephonic and other electronic systems to which I may be given access in connection with this Agreement, nor do I have any right of personal privacy in any workspace within the Company's facilities. This means that the Company can access, monitor or search any such electronic resource or workspace at any time, with or without notice, to the full extent permitted by law.
8. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.
9. Choice of Law; Enforceability. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California without regard to the conflict of laws provisions thereof.
10. Voluntary Execution: I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.
11. Entire Agreement: This agreement and any/all addenda thereto as the parties may execute set forth the entire agreement and understanding between the Company and me relating to its subject matter and merges all prior discussions between me and the Company to this Agreement. No amendment to this Agreement will be effective unless in writing signed by both me and the Company. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.
12. Effective Date. This Agreement shall be effective as of the first day of my services for the Company.

Contractor Signature: _____

Date: _____