**TERMS AND CONDITIONS**

**FOR USAGE OF CADENCE SOFTWARE LICENSES**

**AS ACQUIRED BY THE MIDWEST MICROELECTRONICS CONSORTIUM**

**Please check the appropriate box below and complete the signature box at the bottom**

[ ]  If you are a hub member of the Cross Hub Enablement Solution (“**CHES**”) using EDA tools paid for by the Midwest Microelectronics Consortium (“**MMEC**”) and are currently a commercial customer of Cadence Design Systems, Inc. (“**Cadence**”) software products, then your usage of any Cadence software licenses (and any duties, liabilities, and obligations therein except for payment and technical support obligations) as distributed to you by Nimbis Services, Inc. (“**Nimbis**”) shall be subject to the terms and conditions in the Software License and Maintenance Agreement between you and Cadence and the terms and conditions contained in Part I only of the following link: <https://www.cadence.com/content/dam/cadence-www/global/en_US/documents/terms-and-conditions/Cadence-edacardfixed-2023Aug.pdf>. For the avoidance of doubt, Nimbis is not responsible for any of the duties, liabilities, and obligations (except for the aforementioned payment and technical support obligations) arising from actions of the CHES hub members.

[ ]  If you are a hub member of CHES using EDA tools paid for by MMEC and are not currently a commercial customer of Cadence software products, then your usage of any Cadence software licenses (and any duties, liabilities, and obligations therein except for payment and technical support obligations and any terms that are inconsistent with state law) as distributed to you by Nimbis shall be subject to the terms and conditions contained in the following link: <https://www.cadence.com/content/dam/cadence-www/global/en_US/documents/terms-and-conditions/Cadence-edacardfixed-2023Aug.pdf>.

 For the avoidance of doubt, Nimbis is not responsible for any of the duties, liabilities, and obligations (except for the aforementioned payment and technical support obligations) arising from actions of the CHES hub members.

**In Witness Whereof**, the parties named below agree to the terms and conditions of the checked box above for usage of Cadence software licenses by CHES hub members through the signatures of their duly authorized representatives as set forth below:

|  |  |
| --- | --- |
| **Insert Customer Name** | **Cadence Design Systems, Inc.** |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |