SERVICES AGREEMENT
(eMSA v2022.2 KOREA)

TERMS AND CONDITIONS OF SERVICES AGREEMENT VERSION 2022.2 (THE "AGREEMENT")

1. Statement(s) of Work.

1.1. ***Agreement***. Customer hereby engages Synopsys to perform the agreed to services (the "***Services***") described in a purchasing agreement which refers to this Agreement (each, a "***Statement of Work***" or "***SOW***"). The SOW is part of this Agreement. The Services may include the delivery of products, including, without limitation, data, reports, test plans, documentation, and software (collectively, "***Deliverables***"), as specified in each applicable Statement of Work. The Deliverables may include training materials such as scripts, secure coding guidelines, quizzes, exercises and materials including any student workbooks, slides, training labs, exercises, and similar course materials (collectively, the "***Training Materials***").

1.2. ***Conflicts***. If there is any conflict between the provisions of the Statement of Work and these terms and conditions, the provisions of the Statement of Work shall control. No terms, conditions, or other provisions associated with any purchase order or similar document issued by Customer shall be given any effect unless Synopsys expressly agrees to them in writing.

2. Changes in Services to be Provided. Any modifications to the SOW shall require agreement by both parties in the form of a change order specifically referencing the SOW to be amended (each a "***Change Order***"). Once agreed to, a Change Order shall be incorporated into and become part of the SOW and this Agreement.

3. Method of Performing Services. Synopsys shall determine the method, details and means of performing the Services. Synopsys may use of third party subcontractors to perform any of the Services hereunder, provided that Synopsys shall remain primarily liable for all Services and Deliverables.

4. Term and Termination.

4.1. ***Term***. This Agreement shall be effective upon each party's agreement to the Statement of Work and shall continue until (i) all Services and Deliverables to be provided hereunder have been provided to Customer, or (ii) this Agreement is terminated as provided hereunder, whichever occurs first.

4.2. ***Termination for Default.*** If either party materially defaults in the performance of any of its obligations hereunder and does not substantially cure such default within thirty (30) days after receipt of written notice from the non-defaulting party specifying the default, the non-defaulting party may, by written notice to the defaulting party, terminate this Agreement as of the date specified in such notice.

4.3. ***Termination for Insolvency.*** Notwithstanding any other provision hereof, in the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation, insolvency or the appointment of a receiver, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, the other party may immediately terminate this Agreement upon written notice to such party.

4.4. ***Effect of Termination.*** Upon termination of this Agreement, Customer shall pay Synopsys all fees due hereunder. Upon termination of this Agreement for any reason, (a) Customer shall return to Synopsys all materials, software, hardware, documents and other tangible items which are not expressly designated in the Statement of Work as items to be delivered to or retained by Customer, and (b) Customer shall return to Synopsys any Deliverables and any other materials, software, hardware, documents, and other tangible items for which Customer has not paid the applicable fee.

4.5. ***Survival.*** Termination of this Agreement shall terminate each party's obligations under this Agreement, except that the provisions of Sections 5 (Payments to Synopsys), 6 (Confidentiality), 8 (Customer Authority and Plan), 9 (Representations and Warranties), 10 (Exclusion of Warranties), 11 (Limits of Liability), 12 (Indemnification), 13 (Intellectual Property Rights), 14 (Non-Solicitation), and 17 (General) shall survive such termination.

5. Payments to Synopsys.

5.1. ***Fees.*** Customer shall pay Synopsys the fees agreed to in a Statement of Work in the amount and manner set forth therein.

5.2. ***Expenses.*** Customer shall pay Synopsys for all reasonable and customary out-of-pocket expenses, including, without limitation, expenses for travel, incurred by Synopsys in connection with the performance of the Services. Synopsys shall use commercially reasonable efforts to obtain Customer's prior approval for such expenses.

5.3. ***Taxes.*** Fees payable to Synopsys are exclusive of any transaction taxes including sales tax, use tax, consumption tax, value-added tax or other similar taxes and charges ("***Indirect Taxes***"), which may be imposed, in accordance with applicable laws, as a result of the licenses granted, products sold, or services provided by Synopsys to Customer. Any Indirect Taxes shall be stated separately on each Synopsys invoice and Customer agrees to pay Synopsys for all such transaction taxes. Customer shall provide exemption certificate(s) when claiming a sales and use tax exemption.

5.4. ***Time of Payment.*** Any amounts due to Synopsys hereunder shall be due and payable within thirty (30) days after the invoice date. Late charges in the amount of 1½% per month shall be applied to overdue balances and shall be payable by Customer. In addition, failure by Customer to pay any amount due within such thirty (30) day period shall be deemed a material breach of this Agreement and shall give Synopsys the right to suspend performance of the Services and terminate this Agreement.

6. Confidentiality.

6.1. During the term of this Agreement, each party may disclose to the other party certain Confidential Information (defined in Section 6.2). The receiving party shall not disclose the disclosing party's Confidential Information to any person other than those persons and entities of the receiving party who need to know such Confidential Information in order to perform services for the receiving party and who are bound by obligations of confidentiality with the receiving party that are no less protective of such Confidential Information as this Agreement. The receiving party shall use such Confidential Information for the sole purpose of executing this Agreement. Upon termination of this Agreement, the receiving party shall either return to the disclosing party all of the disclosing party's Confidential Information in its possession (including all copies) or shall, at the disclosing party's direction, destroy the disclosing party's Confidential Information (including all copies).

6.2. For the purposes of this Agreement, "***Confidential Information***" means any information or know-how (in oral, written, digital or other form), including, without limitation, information relating to research, product plans, products, services, clients, markets, software, developments, inventions, processes, methodologies, designs, drawings, engineering, hardware configuration, marketing or finances, provided by one party to the other party, obtained by one party from the other party, or prepared by one party upon review of the other party's information or know-how. The receiving party shall require any of its persons and entities who receive Confidential Information of the disclosing party to comply with the provisions of this Section 6 and shall be responsible for any use or disclosure of the Confidential Information of the disclosing party by any such persons and entities.

6.3. Notwithstanding Section 6.2, the term "***Confidential Information***" shall not include any information which (a) is publicly known at the time of disclosure or enters the public domain following disclosure through no fault of the receiving party, (b) the receiving party can demonstrate was already in its possession without an obligation of confidentiality prior to disclosure hereunder, or (c) is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information.

6.4. The receiving party may disclose the disclosing party's Confidential Information upon the order of any competent court or government agency, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order and allow the disclosing party a reasonable opportunity to prevent or limit such disclosure.

6.5. Each party agrees that its obligations under this Section 6 are necessary and reasonable in order to protect the disclosing party, and each party agrees that monetary damages may be inadequate to compensate the disclosing party for any breach by the receiving party of such obligations. Accordingly, each party agrees that any such breach or threatened breach may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief.

7. Advertising; Proprietary Markings.

7.1. ***Advertising***. Without the prior written consent of the other party signed by a duly authorized officer of the consenting party, neither party may (a) use in advertising, publicity, or otherwise the name(s), trade name(s), trademark(s), service mark(s), trade dress, or logos of the other party or its related entities; (b) refer to the existence of this Agreement or the Services or Deliverables in any press releases, advertising or other materials distributed to prospective Customers, partners or other third parties; or (c) promote or advertise its relationship with the other party.

7.2. ***Disclosures***. Customer acknowledges and agrees that its rights in any Deliverables are subject to Synopsys' rights in any Synopsys intellectual property described or embodied in the Deliverables. Customer acknowledges that the reports and Deliverables are designed to be used for the Customer's benefit and internal business purposes and not normally to be disclosed to any third party. Customer may disclose the reports and other Deliverables to those persons and entities who need to know in furtherance of Customer's benefit and internal business purposes, provided that a) such person and entities are bound by obligations of confidentiality with Customer that are no less protective of such reports and Deliverables as this Agreement; b) Customer acknowledges and agrees that no warranties, whether expressly set forth herein or otherwise implied, shall pass to or be construed to be for the benefit of such persons and entities; and c) Customer shall indemnify and hold Synopsys harmless from any claim, demand, cause of action, or liability arising from any such disclosure. Further, in no event shall Customer disclose any of the reports or Deliverables to a competitor of Synopsys.

7.3. ***Proprietary Markings.*** In no event shall either party alter, remove, obscure, erase, deface, or hide from view any copyright, trademark, or other proprietary rights notice of the other party contained in or incorporated into any Deliverable or other product or document provided to such party hereunder.

8. ***Customer Authority and Plan.*** Customer represents and warrants that (a) Customer has full power and authority to request and authorize the performance of the Services contemplated in the Statement of Work, including, but not limited to, any penetration and/or security test(s) to the Customer's or a third party's live computer production systems, applications, facilities, and/or environments (collectively, the "***Systems***"), (b) Customer shall not request, direct, or cause any services to be performed on/in a live production environment without first identifying such in the Statement of Work , and (c) each of the Systems which Customer may request to be tested or evaluated as part of the Services hereunder are fully protected and have a business resumption and contingency plan fit for the Services which ensures the continued provision of the services provided and/or performed by the applicable System, and which protects all of the System's programs and data files, including, but not limited to, the integrity and confidentiality of such program and data (collectively a "***Plan***"). At a minimum, each Plan must provide for Customer's responsibility for backing up and otherwise protecting program and data files, protecting equipment, and maintaining disaster recovery and contingency plans, and except in the case of an intentional and malicious act by Synopsys, Customer agrees to hold Synopsys, its affiliates, and their directors, officers,

employees, Customers and agents harmless from, for and against any and all costs, expenses, claims (third party or otherwise), demands, suit, losses, governmental fines and penalties and/or damages of every kind, nature and description (including reasonable attorneys' fees) which are incurred by, claimed from, or otherwise asserted by or against Customer, arising out of, connected with, related to, caused by, or resulting from any failure of any such Plan. The Services are designed to accomplish the objectives identified in the Statement of Work. Customer acknowledges, however, that some Services are inherently dangerous and could cause significant effects or interruptions to the Systems which Customer is requesting SYNOPSYS to test and evaluate as part of the Services.

9. ***Representations and Warranties***. Each party represents and warrants that (a) it has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and (b) this Agreement has been duly and validly executed and delivered by it and constitutes the valid and binding Agreement of it, enforceable against it in accordance with its terms. In addition to the foregoing, Synopsys represents and warrants that all Services to be provided hereunder shall be provided in a professional and work-person-like manner commensurate with standards in the industry for the type of services to be provided hereunder,.

***10. Exclusion of Warranties*. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SYNOPSYS DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SYNOPSYS MAKES NO WARRANTY OR GUARANTEE WITH RESPECT TO ANY THIRD-PARTY SERVICES OR PRODUCTS DELIVERED WITH OR EMBODIED IN THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER.**

***11. Limits of Liability*.**

11.1. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OTHER THAN IN CONNECTION WITH A PARTY'S OBLIGATIONS UNDER SECTION 6 "CONFIDENTIALITY", OR IN INSTANCES OF A PARTY'S FRAUD, WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR OTHER SIMILAR TYPE OF DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED UPON LOSS OF PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PERFORMANCE HEREOF, THE USE OF THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER, AND/OR SUCH PARTY'S ALLEGED BREACH OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY IS INFORMED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; or (B) DIRECT DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE PERFORMANCE HEREOF, THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER, AND/OR SUCH PARTY'S ALLEGED BREACH OF THIS AGREEMENT IN ANY AMOUNT OF MONEY BEYOND THE**

FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO SYNOPSYS UNDER THIS AGREEMENT.

11.2. **THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL TERMS OF THIS AGREEMENT AND THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THEIR INCLUSION.**

12. Indemnification. In the event a third party brings an action against Customer alleging infringement of a United States patent or copyright based on Customer's use of the Services or Deliverables provided by Synopsys hereunder, Synopsys shall, at its own expense and in its sole discretion, settle the claim or defend Customer in such proceeding, and Synopsys will pay all settlements, costs, damages and legal fees and expenses finally awarded, provided that Customer shall promptly notify Synopsys in writing of the proceeding, provide Synopsys with a copy of all information received by Customer with respect to the proceeding, cooperate with Synopsys in defending or settling the proceeding, and allow Synopsys sole control of the defense and settlement of the proceeding, including the selection of attorneys. Customer may observe the proceeding at its own expense. Synopsys will not be responsible for any compromise made or expense incurred without its consent. Notwithstanding the foregoing, Synopsys shall have no indemnification obligation under this Section 12 for infringements resulting from the modification of any Deliverable by Customer or a third party or from the use of any Deliverable in a manner other than that for which it was intended. THE PROVISIONS OF THIS SECTION 12 SET FORTH SYNOPSYS' SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, SYNOPSYS AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

13. Intellectual Property Rights.

13.1. ***Retention of Ownership.*** Each party shall retain its rights and interests in and to its intellectual property, and any derivatives thereof. Subject to Section 6.3, each party's intellectual property is deemed that party's Confidential Information. Notwithstanding anything to the contrary, no terms and conditions herein shall transfer ownership of one party's intellectual property to the other party.

13.2. ***License to Perform Services.*** To the extent Synopsys is required to use Customer's intellectual property for the performance of Services, Customer hereby grants Synopsys a license to such intellectual property to the extent required for the performance of Services. Subject to the Confidentiality provisions of Section 6 above, Customer hereby grants a non-sublicensable, non-transferable, perpetual license to Synopsys to use materials and information generated hereunder solely for Synopsys' internal business purposes and not for disclosure to any third party

13.3. ***License to Enjoy Synopsys IP.*** To the extent any Deliverable includes any Synopsys intellectual property, Synopsys hereby grants Customer, at no additional

charge, a non-exclusive, fully paid up, perpetual, worldwide license to such intellectual property to extent required for use of the Deliverable for the purpose identified in the applicable SOW, and in all cases solely for Customer's internal business purposes. For the avoidance of doubt, Synopsys intellectual property shall not be commercially exploited by Customer or used outside of or separate from the Deliverable as a whole.

13.4. ***Synopsys IP***. Notwithstanding any other provision of this Agreement, all right, title and interest in and to all testing tools and utilities; testing software and plans; strategies, processes and methodologies; models and historical data; Training Materials; and related materials and documentation owned or possessed by Synopsys prior to, or developed during the course of Synopsys's performance of, this Agreement shall vest in Synopsys regardless of the use of such material in any engagement or the inclusion of such material in any deliverables of any type.

13.5. ***Rights upon Termination.*** If this Agreement is terminated prior to the completion of any Services and Deliverables, Synopsys shall only be obliged to provide those portions of the Deliverables which have been paid for by the Customer pursuant to the payment provisions of Section 5.. above, provided, however, that Synopsys disclaims all warranties express or implied, including, but not limited to those in Section 9 hereof, in connection with any incomplete Deliverables delivered hereunder. Further, if at the time of such termination Customer has not paid all undisputed fees due for any Services and Deliverables under the Agreement, Customer shall receive no right, title, interest or license in or to such Services and Deliverables.

14. Non-Solicitation. During the term of this Agreement and for one (1) year thereafter, Customer shall not induce or attempt to induce, directly or indirectly, any employee or contractor of Synopsys introduced by sole virtue of this Agreement to leave the employ thereof other than by general solicitations, such as advertising, not specifically targeted at employees or contractors Synopsys. Customer acknowledges that in the event that it breaches its obligations under this Section 14, Synopsys may suffer irreparable harm for which no adequate remedy at law exists and shall be entitled to obtain injunctive relief against the continued breach of such obligations without the necessity of proving actual damages or posting a bond, in addition to any other remedies that may be available at law, in equity or otherwise.

15. Notice. All notices required or permitted under this Agreement will be in writing. Notices will be effective upon delivery if delivered in person and upon mailing if delivered by courier service, overnight delivery services or by a form of certified or express mail. Notices affecting this Agreement as a whole will be sent to the address set forth above, if any, or to such other address of a party as such party may identify in writing; notices related to a particular transaction will be sent to the primary corporate addresses set forth in the Statement of Work or to such other address as Customer or Synopsys may notify the other party in writing.

16. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes,

lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters, or governmental action.

17. General.

17.1. ***Residual Knowledge.*** Nothing herein shall be construed to prevent either party from using general knowledge, skill and expertise acquired in the performance of this Agreement, not to include any Confidential Information of the other party, in any current or subsequent endeavor.

17.2. ***Assignment.*** Customer may not assign this Agreement, or any licenses granted hereunder, in whole or in part, by operation of law or otherwise. Any attempt to so assign without such consent will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

17.3. ***Governing Law; Compliance with Laws***. This Agreement will be governed by and construed in accordance with the laws of Korea excluding that body of laws known as conflicts of law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in the Korea and the parties irrevocably consent to the personal jurisdiction and venue therein. Customer agrees that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

17.4. ***Severability.*** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

17.5. ***Headings.*** The section titles and headings in this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any construction or limitation upon any provision of this Agreement.

17.6. ***Entire Agreement.*** This Agreement, including any Addenda hereto, and all Statements of Work referencing this Agreement, constitute the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Customer agrees that additional or different terms on Customer's purchase order shall not apply.

17.7. ***No Third-Party Beneficiaries.*** Nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to the contrary.

17.8. ***No Implied Waiver.*** Failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver,

modification or amendment of this Agreement will be effective only if in writing and signed by Customer and an authorized representative of Synopsys.

17.9. ***Non-Agency.*** Nothing in this Agreement shall be construed to make the parties partners, joint venturers, representatives or agents of each other, and neither party shall represent to any third party that the parties have any such relationship. The parties hereunder are acting in performance of this Agreement as independent contractors engaged in the operation of their respective businesses. A party's employees, agents or representatives are not employees or agents of the other party and are not entitled to any benefits offered by the other party, including, without limitation, wages, stock options or profit sharing.

17.10. ***Counterparts.*** This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An originally signed version of this Agreement or any exhibit, attachment and subsequent Statement of Work (including, where applicable, a Customer purchase order issued in response to a Statement of Work where such issuance constitutes assent), that is delivered by one party to the other party, as evidence of assent, by facsimile, or by electronic mail after having been scanned as an image file (including, Adobe PDF, TIF, etc.) shall, for all purposes hereof, be deemed an original signature and neither party shall have the right to object to the manner in which the Agreement was agreed to as a defense to the enforcement of the Agreement.

17.11. ***Nonexclusive Remedy.*** Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise

17.12. ***Synopsys Entities.*** Synopsys, Inc. and its wholly owned subsidiaries, including, but not limited to, Synopsys International Limited, Synopsys International Limited Taiwan Branch, Nihon Synopsys, G.K., Synopsys Korea, Inc., and Synopsys Technologies Company Limited, have agreed to their respective rights and obligations regarding the distribution of the Deliverables and the performance of obligations related to the Services. You acknowledge that: (a) Synopsys Inc. or any directly or indirectly wholly-owned subsidiary or branch of Synopsys, Inc. may treat a purchase order addressed to that entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which the Services or Deliverables will be used; and (b) delivery will be completed by the Synopsys entity or branch with distribution rights for the geographic region in which the Deliverables will be used or Services will be provided. For Deliverables used or Services provided in a country in the Americas, Israel, or Africa; or US dollar transactions in Russia or China Mainland, the distributing Synopsys entity is Synopsys, Inc., based in California, USA. For Deliverable used or Services provided in Taiwan, the distributing Synopsys entity is Synopsys International Limited Taiwan Branch, based in Taiwan. For Deliverables used or Services provided in Japan, the distributing Synopsys entity is Nihon Synopsys G. K., based in Japan. For Deliverables used or Services provided in Korea, the distributing Synopsys entity is Synopsys Korea, Inc., based in Korea. For Deliverables used or Services provided in China Mainland in Renminbi, the distributing Synopsys entity

is Synopsys Technologies Company Limited, based in China Mainland. For Deliverables used or Services provided in any country other than those identified above, the distributing Synopsys entity is Synopsys International Limited, based in Ireland.

17.13. ***Controlling Language.*** This Agreement has been prepared, negotiated and signed in English, and English is the controlling language of this Agreement. Even if any other language version is prepared, including the Japanese version of this document, such version is for convenience purposes only and the English version shall prevail if there is any difference between such version and English version.