

## EXHIBIT 3 END USER LICENSE AGREEMENT

### IMPORTANT INFORMATION

**USE OF THIS SOFTWARE IS SUBJECT TO LICENSE RESTRICTIONS. CAREFULLY READ THIS LICENSE AGREEMENT BEFORE USING THE SOFTWARE. USE OF SOFTWARE INDICATES YOUR COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. ANY ADDITIONAL OR DIFFERENT PURCHASE ORDER TERMS AND CONDITIONS SHALL NOT APPLY.**

### *END-USER LICENSE AGREEMENT ("Agreement")*

This is a legal agreement concerning the use of Software between you, the end user, as an authorized representative of the company acquiring the license, and Mentor Graphics Corporation and Mentor Graphics (Ireland) Limited acting directly or through their subsidiaries (collectively "Mentor Graphics"). Except for license agreements related to the subject matter of this license agreement which are physically signed by you and an authorized representative of Mentor Graphics, this Agreement and the applicable quotation contain the parties' entire understanding relating to the subject matter and supersede all prior or contemporaneous agreements. If you do not agree to these terms and conditions, promptly return or, if received electronically, certify destruction of Software and all accompanying items within five days after receipt of Software and receive a full refund of any license fee paid.

**1. GRANT OF LICENSE.** The software programs, including any updates, modifications, revisions, copies, documentation and design data ("Software"), are copyrighted, trade secret and confidential information of Mentor Graphics or its licensors who maintain exclusive title to all Software and retain all rights not expressly granted by this Agreement. Mentor Graphics grants to you, subject to payment of appropriate license fees, a nontransferable, nonexclusive license to use Software solely: (a) in machine-readable, object-code form; (b) for your internal business purposes; (c) for the license term; and (d) on the computer hardware and at the site authorized by Mentor Graphics. A site is restricted to a one-half mile (800 meter) radius. Mentor Graphics' standard policies and programs, which vary depending on Software, license fees paid or services purchased, apply to the following: (a) relocation of Software; (b) use of Software, which may be limited, for example, to execution of a single session by a single user on the authorized hardware or for a restricted period of time (such limitations may be technically implemented through the use of authorization codes or similar devices); and (c) support services provided, including eligibility to receive telephone support, updates, modifications, and revisions.

**2. EMBEDDED SOFTWARE.** If you purchased a license to use embedded software development ("ESD") Software, if applicable, Mentor Graphics grants to you a nontransferable, nonexclusive license to reproduce and distribute executable files created using ESD compilers, including the ESD run-time libraries distributed with ESD C and C++ compiler Software that are linked into a composite program as an integral part of your compiled computer program, provided that you distribute these files only in conjunction with your compiled computer program. Mentor Graphics does NOT grant you any right to duplicate, incorporate or embed copies of Mentor Graphics' real-time operating systems or other embedded software products into your products or applications without first signing or otherwise agreeing to a separate agreement with Mentor Graphics for such purpose.

**3. BETA CODE.** Software may contain code for experimental testing and evaluation ("Beta Code"), which may not be used without Mentor Graphics' explicit authorization. Upon Mentor Graphics' authorization, Mentor Graphics grants to you a temporary, nontransferable, nonexclusive license for experimental use to test and evaluate the Beta Code without charge for a limited period of time specified by Mentor Graphics. This grant and your use of the Beta Code shall not be construed as marketing or offering to sell a license to the Beta Code, which Mentor Graphics may choose not to release commercially in any form. If Mentor Graphics authorizes you to use the Beta Code, you agree to evaluate and test the Beta Code under normal conditions as directed by Mentor Graphics. You will contact Mentor Graphics periodically during your use of the Beta Code to discuss any malfunctions or suggested improvements. Upon completion of your evaluation and testing, you will send to Mentor Graphics a written evaluation of the Beta Code, including its strengths, weaknesses and recommended improvements. You agree that any written evaluations and all inventions, product improvements, modifications or developments that Mentor Graphics conceived or made during or subsequent to this Agreement, including those based partly or wholly on your feedback, will be the exclusive property of Mentor Graphics. Mentor Graphics will have exclusive rights, title and interest in all such property. The provisions of this section 3 shall survive the termination or expiration of this Agreement.

**4. RESTRICTIONS ON USE.** You may copy Software only as reasonably necessary to support the authorized use. Each copy must include all notices and legends embedded in Software and affixed to its medium and container as received from Mentor Graphics. All copies shall remain the property of Mentor Graphics or its licensors. You shall maintain a record of the number and primary location of all copies of Software, including copies merged with other software, and shall make those records available to Mentor Graphics upon request. You shall not make Software available in any form to any person other than employees and on-site contractors, excluding Mentor Graphics' competitors, whose job performance requires access and who are under obligations of confidentiality. You shall take appropriate action to protect the confidentiality of Software and ensure that any person permitted access to Software does not disclose it or use it except as permitted by this Agreement. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, you shall not reverse-assemble, reverse-compile, reverse-engineer or in any way derive from Software any source code. You may not sublicense, assign or otherwise transfer Software, this Agreement or the rights under it, whether by operation of law or otherwise ("attempted transfer"), without Mentor Graphics' prior written consent and payment of Mentor Graphics' then-current applicable transfer charges. Any attempted transfer without Mentor Graphics' prior written consent shall be a material breach of this Agreement and may, at Mentor Graphics' option, result in the immediate termination of the Agreement and licenses granted under this Agreement. The terms of this Agreement, including without limitation, the licensing

and assignment provisions shall be binding upon your successors in interest and assigns. The provisions of this section 4 shall survive the termination or expiration of this Agreement.

## **5. LIMITED WARRANTY.**

5.1 Mentor Graphics warrants that during the warranty period Software, when properly installed, will substantially conform to the functional specifications set forth in the applicable user manual. Mentor Graphics does not warrant that Software will meet your requirements or that operation of Software will be uninterrupted or error free. The warranty period is 90 days starting on the 15th day after delivery or upon installation, whichever first occurs. You must notify Mentor Graphics in writing of any nonconformity within the warranty period. This warranty shall not be valid if Software has been subject to misuse, unauthorized modification or improper installation. MENTOR GRAPHICS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT MENTOR GRAPHICS' OPTION, EITHER (A) REFUND OF THE PRICE PAID UPON RETURN OF SOFTWARE TO MENTOR GRAPHICS OR (B) MODIFICATION OR REPLACEMENT OF SOFTWARE THAT DOES NOT MEET THIS LIMITED WARRANTY, PROVIDED YOU HAVE OTHERWISE COMPLIED WITH THIS AGREEMENT. MENTOR GRAPHICS MAKES NO WARRANTIES WITH RESPECT TO: (A) SERVICES; (B) SOFTWARE WHICH IS LICENSED TO YOU FOR A LIMITED TERM OR LICENSED AT NO COST; OR (C) EXPERIMENTAL BETA CODE; ALL OF WHICH ARE PROVIDED "AS IS."

5.2 THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE EXCLUSIVE. NEITHER MENTOR GRAPHICS NOR ITS LICENSORS MAKE ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SOFTWARE OR OTHER MATERIAL PROVIDED UNDER THIS AGREEMENT. MENTOR GRAPHICS AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

**6. LIMITATION OF LIABILITY.** EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT SHALL MENTOR GRAPHICS OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF MENTOR GRAPHICS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MENTOR GRAPHICS' OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, MENTOR GRAPHICS AND ITS LICENSORS SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER. THE PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**7. LIFE ENDANGERING ACTIVITIES.** NEITHER MENTOR GRAPHICS NOR ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF SOFTWARE IN ANY APPLICATION WHERE THE FAILURE OR INACCURACY OF THE SOFTWARE MIGHT RESULT IN DEATH OR PERSONAL INJURY. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**8. INDEMNIFICATION.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS MENTOR GRAPHICS AND ITS LICENSORS FROM ANY CLAIMS, LOSS, COST, DAMAGE, EXPENSE, OR LIABILITY, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF SOFTWARE AS DESCRIBED IN SECTION 7. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **9. INFRINGEMENT.**

9.1 Mentor Graphics will defend or settle, at its option and expense, any action brought against you alleging that Software infringes a patent or copyright or misappropriates a trade secret in the United States, Canada, Japan, or member state of the European Patent Office. Mentor Graphics will pay any costs and damages finally awarded against you that are attributable to the infringement action. You understand and agree that as conditions to Mentor Graphics' obligations under this section you must: (a) notify Mentor Graphics promptly in writing of the action; (b) provide Mentor Graphics all reasonable information and assistance to defend or settle the action; and (c) grant Mentor Graphics sole authority and control of the defense or settlement of the action.

9.2 If an infringement claim is made, Mentor Graphics may, at its option and expense: (a) replace or modify Software so that it becomes noninfringing; (b) procure for you the right to continue using Software; or (c) require the return of Software and refund to you any license fee paid, less a reasonable allowance for use.

9.3 Mentor Graphics has no liability to you if infringement is based upon: (a) the combination of Software with any product not furnished by Mentor Graphics; (b) the modification of Software other than by Mentor Graphics; (c) the use of other than a current unaltered release of Software; (d) the use of Software as part of an infringing process; (e) a product that you make, use or sell; (f) any Beta Code contained in Software; (g) any Software provided by Mentor Graphics' licensors who do not provide such indemnification to Mentor Graphics' customers; or (h) infringement by you that is deemed willful. In the case of (h) you shall reimburse Mentor Graphics for its attorney fees and other costs related to the action upon a final judgment.

9.4 THIS SECTION IS SUBJECT TO SECTION 6 ABOVE AND STATES THE ENTIRE LIABILITY OF MENTOR GRAPHICS AND ITS LICENSORS AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION BY ANY SOFTWARE LICENSED UNDER THIS AGREEMENT.

**10. TERM.** This Agreement remains effective until expiration or termination. This Agreement will immediately terminate upon notice if you exceed the scope of license granted or otherwise fail to comply with the provisions of Sections 1, 2, or 4. For any other material breach under this Agreement, Mentor Graphics may terminate this Agreement upon 30 days written notice if you are in material breach and fail to cure such breach within the 30 day notice period. If Software was provided for limited term use, this Agreement will automatically expire at the end of the authorized term. Upon any termination or expiration, you agree to cease all use

of Software and return it to Mentor Graphics or certify deletion and destruction of Software, including all copies, to Mentor Graphics' reasonable satisfaction.

**11. EXPORT.** Software is subject to regulation by local laws and United States government agencies, which prohibit export or diversion of certain products, information about the products, and direct products of the products to certain countries and certain persons. You agree that you will not export any Software or direct product of Software in any manner without first obtaining all necessary approval from appropriate local and United States government agencies.

**12. RESTRICTED RIGHTS NOTICE.** Software was developed entirely at private expense and is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in the license agreement under which Software was obtained pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is Mentor Graphics Corporation, 8005 SW Boeckman Road, Wilsonville, Oregon 97070-7777 USA.

**13. THIRD PARTY BENEFICIARY.** For any Software under this Agreement licensed by Mentor Graphics from Microsoft or other licensors, Microsoft or the applicable licensor is a third party beneficiary of this Agreement with the right to enforce the obligations set forth herein.

**14. AUDIT RIGHTS.** You will monitor access to, location and use of Software. With reasonable prior notice and during your normal business hours, Mentor Graphics shall have the right to review your software monitoring system and reasonably relevant records to confirm your compliance with the terms of this Agreement, an addendum to this Agreement or U.S. or other local export laws. Such review may include FLEXIm or FLEXnet report log files that you shall capture and provide at Mentor Graphics' request. Mentor Graphics shall treat as confidential information all of your information gained as a result of any request or review and shall only use or disclose such information as required by law or to enforce its rights under this Agreement or addendum to this Agreement. The provisions of this section 14 shall survive the expiration or termination of this Agreement.

**15. CONTROLLING LAW, JURISDICTION AND DISPUTE RESOLUTION.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF OREGON, USA, IF YOU ARE LOCATED IN NORTH OR SOUTH AMERICA, AND THE LAWS OF IRELAND IF YOU ARE LOCATED OUTSIDE OF NORTH OR SOUTH AMERICA. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of Portland, Oregon when the laws of Oregon apply, or Dublin, Ireland when the laws of Ireland apply. Notwithstanding the foregoing, all disputes in Asia (except for Japan) arising out of or in relation to this Agreement shall be resolved by arbitration in Singapore before a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre ("SIAC") to be conducted in the English language, in accordance with the Arbitration Rules of the SIAC in effect at the time of the dispute, which rules are deemed to be incorporated by reference in this section 15. This section shall not restrict Mentor Graphics' right to bring an action against you in the jurisdiction where your place of business is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**16. SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

**17. PAYMENT TERMS AND MISCELLANEOUS.** You will pay amounts invoiced, in the currency specified on the applicable invoice, within 30 days from the date of such invoice. Any past due invoices will be subject to the imposition of interest charges in the amount of one and one-half percent per month or the applicable legal rate currently in effect, whichever is lower. Some Software may contain code distributed under a third party license agreement that may provide additional rights to you. Please see the applicable Software documentation for details. This Agreement may only be modified in writing by authorized representatives of the parties. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse.

Rev. 060210, Part No. 227900