

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM		Schedule G Contract	
Name of Debtor: Conexant Systems, Inc.			Case Number: 13-10367		
NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).					
Name of Creditor (the person or other entity to whom the debtor owes money or property): Cadence Design Systems, Inc.					
Name and address where notices should be sent: <div style="display: flex; align-items: center;"> <div> 31951542000927 CADENCE DESIGN SYSTEMS, INC. 2655 SEELY ROAD SAN JOSE, CA 95134 </div> </div>					
Creditor Telephone Number (408) 944-7475 email: robertg@cadence.com					
Name and address where payment should be sent (if different from above): Cadence Design Systems, Inc. PO Box 202769 Dallas, TX 75320-2769				<div style="text-align: center;"> RECEIVED APR 29 2013 BMC GROUP </div> <p style="font-size: x-small;">If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.</p> <p style="text-align: center; font-weight: bold;">THIS SPACE IS FOR COURT USE ONLY</p>	
Payment Telephone Number (801) 561-6447 email: edmond@cadence.com				<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars: <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>530,000.00</u> If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.					
2. BASIS FOR CLAIM: <u>Contract Software</u> (See instruction #2)					
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: <u>43929</u>		3a. Debtor may have scheduled account as: _____ (See instruction #3a)		3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. SECURED CLAIM: (See instruction #4) Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)					
Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____					
5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the administrative expense or priority and state the amount. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Amount entitled to priority: \$ _____ You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). </div> <div style="width: 45%;"> Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____ <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9). </div> </div> <p style="font-size: x-small;">* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>					
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)					

7. **DOCUMENTS:** *Attached are redacted copies of documents that support the claim*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on May 17, 2013 for Non-Governmental Claimants OR on or before August 27, 2013 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

8. **SIGNATURE:** (See instruction #8)

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor,
or their authorized agent.
(See Bankruptcy Rule 3004.)

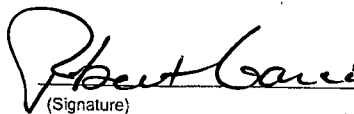
☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Robert Garcia
Title: Sr. Manager Credit and Collections
Company: Cadence Design Systems, Inc.

Address and telephone number (if different from notice address above):
2655 Seely Avenue

San Jose, CA 95134


(Signature)

4/23/13
(Date)

Telephone number: 408-944-7475 email: robertg@cadence.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



Product Quotation

Attachment A to the Software License and Maintenance Agreement

SLMA-09CONE-1218 ("Agreement")

Quotation Number: Conesant1209

Quotation Expiration Date: 18-Mar-10

Conesant Systems, Inc. ("CUSTOMER")

Chuck Smith

4000 McArthur Blvd

Newport Beach, CA 92660

CADENCE DESIGN SYSTEMS, INC.

2655 Seely Avenue

San Jose, California 95134

Terms of Use

Attachment Effective Date: 31-Mar-10

Attachment Expiry Date: 30-Jun-13

Floating Configuration Pool

The expected usage for the Licensed Materials licensed hereunder as Floating Configuration Pool shall be for a period beginning on the Start Date and ending on the Expiry Date below.

Start Date(s):	31-Mar-10	Total
Expiry Date(s):	30-Jun-13	
Expected Floating Initial Configuration Amount	6,922,900	
Remix Amount year 1 [Then Current Price Book]	346,145	
Remix Amount year 2 [Then Current Price Book]	346,145	
Remix Amount year 3 [Then Current Price Book]	346,145	
Remix Amount year 4 [Then Current Price Book]	87,265	
Cumulative Remix Amount [Then Current Price Book]	8,125,700	
Floating Configuration Pool Fees	\$2,574,000	\$2,574,000

Payment Terms

Total Fees Due

Total

\$2,574,000

Payment Schedule

Payment	Invoice Date	Due Date	Total Amount
1	6-Apr-10	6-May-10	\$399,788
2	6-Jul-10	5-Aug-10	\$399,788
3	6-Oct-10	5-Nov-10	\$399,788
4	6-Jan-11	5-Feb-11	\$399,788
5	6-Apr-11	6-May-11	\$399,788
6	6-Jul-11	5-Aug-11	\$399,788
7	6-Oct-11	5-Nov-11	\$399,788
8	6-Jan-12	5-Feb-12	\$399,788
9	6-Apr-12	6-May-12	\$399,788
10	6-Jul-12	5-Aug-12	\$399,788
11	6-Oct-12	5-Nov-12	\$480,000
12	6-Jan-13	5-Feb-13	\$480,000
13	6-Apr-13	6-May-13	\$480,000
Total [USD]			\$5,437,878

*Payments #1 through #10 include \$2,863,878 for fees due under Attachments G and H to FTLA-03CONE1218.

* Cumulative Remix Amount described above excludes 3rd Party Products.

The parties hereby agree to the foregoing terms and conditions in addition to the terms and conditions attached hereto which are hereby incorporated by reference.

Conesant Systems, Inc.

Initials: AL

Product Quotation

Terms and Conditions For Floating Pool Subscription License Model

Once this Product Quotation Attachment A ("**Attachment**") to Software License and Maintenance Agreement No.: 09CONE1218 ("**Agreement**") is fully executed, Cadence and Customer agree that the rights, duties and obligations of both parties under Product Quotation Attachment G ("**Attachment G**") to the Fixed Term License Agreement ("**FTLA**") shall immediately terminate except for those provisions that survive termination on their own terms, if any. Customer understands and agrees that its right to Use any Licensed Programs licensed under Attachment G is terminated. Notwithstanding the above, Customer shall have a reasonable period of time, not to exceed forty-five (45) days, to transition from the previous license keys to the license keys issued under this Attachment. Customer agrees to pay all remaining Fees due under Attachment G at the signing of this Attachment. Cadence shall retain any payments already made by Customer.

In addition to the termination of Attachment G as set forth above, once this Attachment is fully executed, Cadence and Customer agree that the rights, duties and obligations of both parties under Product Quotation Attachment H ("**Attachment H**") to the FTLA shall immediately terminate with the following exception: Customer may continue to use any Licensed Programs that have already been drawn down until each of the Licensed Programs expires on its own terms. The terms and conditions of the FTLA and Attachment H shall continue to govern Customer's Use of those Licensed Programs. Cadence shall retain any payments already made by Customer. Customer agrees to pay all remaining Fees due under Attachment H at the signing of this Attachment. All remaining payment obligations in Attachment G and Attachment H are included within the payment obligations set forth on page 1 of this Attachment.

This Attachment contains the master set of terms and conditions for Product Quotations entered into between the parties during the Term of Use based upon Cadence's Subscription licensing model. Page 1 of this Attachment contains the business terms regarding the Subscription transaction requested by Customer. Additional attachments shall only contain the information specified on page 1 herein; however, Use of any additional Licensed Materials shall be governed by the terms and conditions of this Attachment as set forth below. This Attachment is a Product Quotation as defined in the Agreement. All capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Attachment, the terms of the Agreement shall prevail.

A. CONFIGURATION

1. **Initial Configuration:** The Licensed Materials initially selected by Customer for the Subscription model shall be called the "**Initial Configuration**". The Initial Configuration shall be selected using only Cadence Software from the Then Current Price Book (as defined below). The specific Licensed Materials selected from the Then Current Price Book and included within the Initial Configuration shall be called the **Floating Configuration Pool**.

(a) **Value:** In no event shall the aggregate list price value of the Licensed Materials selected by Customer for either the Initial Configuration or Then Current Configuration in the Floating Configuration Pool exceed the Maximum Configuration Amount specified on Addendum A. The aggregate list price value for the Floating Configuration Pool is based upon the applicable reference price in the Then Current Price Book.

(b) **Price Books:** Price Books means the following:

"**Standard Price Book**" means the Cadence local price book that contains the list of Cadence Software that is permitted to be licensed under Cadence's Subscription licensing model.

"**Restricted Price Book**" means the price book that contains the list of Cadence Software (including Acquired Cadence Software as defined in the Agreement) and third party software distributed by Cadence ("**Third Party Licensed Programs**") that may be licensed under Cadence's Subscription licensing model

subject to certain restrictions. Third Party Licensed Programs from the Restricted Price Book shall only be available for selection as Licensed Materials (including but not limited to, selection through a Remix event or Lockdown) if such Software is specified on Addendum A, and then subject to any restrictions specified in this Attachment or on Addendum A.

"Then Current Price Book" means the Standard Price Book and the Restricted Price Book in effect as of the date Customer is selecting or Remixing Licensed Materials plus any Third Party Licensed Programs permitted to be included in this Attachment from the Restricted Price Book (as specified on Addendum A).

- (c) **Lockdown:** Commencing on the Attachment Effective Date set forth on page 1, and within the number of days specified on Addendum A, Customer may Remix the Initial Configuration with the following exception: Third Party Licensed Programs from the Restricted Price Book. Following such period (or sooner if indicated by Customer) the Initial Configuration shall be fixed ("**Lockdown**").
2. **Licensed Materials:** Customer shall only Use or Remix Licensed Materials from the Then Current Price Book for the Floating Configuration Pool.
3. **Remix:** Following Lockdown, and upon reasonable prior written notice to Cadence, the current configuration of Licensed Materials selected for Use by Customer (the "**Then Current Configuration**") may be Remix with the following limitations: (i) Customer may Remix no more frequently than four (4) times per contract year; (ii) the total value of the new configuration may not exceed the total value of the Then Current Configuration based upon the applicable Price Book; and (iii) the maximum amount that may be Remix shall not exceed the cumulative Remix amounts as specified on page 1 of this Attachment.

B. ACCESS KEYS

Cadence will ship to Customer either the Initial Configuration, or keys to the Initial Configuration, within five (5) days after the later of: (i) the Attachment Effective Date, or (ii) execution of this Attachment by Cadence.

C. MAINTENANCE SERVICES

Maintenance Services are provided by Cadence during the Term of Use.

D. PAYMENT SCHEDULE

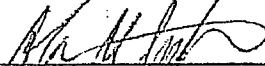
Customer shall remit payment for the Fees in accordance with the schedule set forth on page 1 of this Attachment. Customer understands and agrees that the obligation to make payments is not contingent upon a purchase order being issued by Customer. If required by Cadence, the obligation to pay the Fees shall be additionally evidenced by an Installment Payment Agreement ("**IPA**") executed by Customer.

E. WIDE AREA NETWORK

Subject to Section 13.2 (Export) of the Agreement and payment of any applicable Fees, Customer is granted the right to allow its employees to remotely access the Licensed Materials through a wide area network ("**WAN**"). Customer may select the following options for WAN rights under this Attachment: (1) "None" (no WAN rights permitted), (2) "Local" (WAN rights only permitted within the same time zone as the Designated Equipment, or if outside the Americas, within the same country), (3) "Region" (WAN rights only permitted within the specific Region selected with access through Designated Equipment in the Region), and (4) "Multi-Region" (WAN rights permitted in more than one Region as selected by Customer). Customer's WAN selection is specified on Addendum A. The available Regions for Multi-Region WAN rights are: (1) The Americas, (2) Europe and Middle East, (3) India, and (4) Australia and Asia (excluding Japan).

END OF TERMS

CONEXANT SYSTEMS, INC.

By: 
Name: Allen Lutfi
Title: Executive Dir. of Operations
Date: March 18, 2010

CADENCE DESIGN SYSTEMS, INC.

By: _____
Name: Gabrielle L. Walker
Title: Associate General Counsel
Date: _____

Please return originals to:

Cadence Design Systems, Inc.
Attn: Gabrielle L. Walker
Associate General Counsel
2655 Seely Avenue
San Jose, California 95134

gwal
ker

Digitally signed by
gwalker
DN: dc=com,
dc=cadence,
dc=global,
ou=UserAccounts,
ou=People, cn=gwalker
Date: 2010.03.19
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Addendum A To Attachment A
to the Software License and Maintenance Agreement SLMA- 09CONE-1218

Inc. ("CUSTOMER")

a Pool

Current Product Number	Product Name	Product USD TBL List Price	End Support Date	QTY	Expected Start Date	Expected End Date	Expected License Days	CanOp. Pool	REMIJ Initial F-Floating	Lockdown Initial F-Floating	WAN	Config. Amount
*900	Cadence(R) SKILL Developer	11,600	30-Jun-13	2	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	23,200
*21400	Virtuoso(R) Schematic Editor V	4,000	30-Jun-13	2	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	8,000
*29651	Incisive Enterprise Simulator - 2	38,000	30-Jun-13	22	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	836,000
*29651	Incisive Enterprise Simulator - 2	38,000	30-Jun-13	33	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	1,254,000
*32100	Virtuoso(R) Analog Oasis Run-	6,200	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	6,200
*70000	Virtuoso(R) AMS Designer Env	7,400	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	7,400
*90003	Virtuoso Multi-mode Simulator	144,000	30-Jun-13	6	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	MULTI-REG	864,000
*95100	Virtuoso(R) Schematic Editor L	11,500	30-Jun-13	15	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	172,500
*95115	Virtuoso(R) Schematic Editor X	15,000	30-Jun-13	2	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	30,000
*95200	Virtuoso(R) Analog Design Env	16,500	30-Jun-13	15	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	247,500
*95210	Virtuoso(R) Analog Design Env	25,000	30-Jun-13	2	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	50,000
*95300	Virtuoso(R) Layout Suite L	21,500	30-Jun-13	5	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	107,500
*95310	Virtuoso(R) Layout Suite XL	50,000	30-Jun-13	10	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	500,000
*CFM200	Encounter (TM) Conformal - XL	150,000	30-Jun-13	2	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	300,000
*CFM200	Encounter (TM) Conformal - XL	150,000	30-Jun-13	2	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	300,000
*FE725	Encounter Timing System-XL	110,000	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	110,000
*PA7625	Allegro Packager SI L	40,000	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	40,000
*PS2000	Allegro(R) Design Entry HDL -	2,400	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	2,400
*PS2010	Allegro(R) Design Entry CIS	2,200	30-Jun-13	10	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	22,000
*PS2200	Allegro(R) AMS Simulator	5,500	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	5,500
*PX3100	Allegro(R) PCB SI - XL	28,000	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	28,000
*PX3110	Allegro(R) PCB PI option - XL	18,000	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	18,000
*PX3500	Allegro(R) PCB Librarian - XL	16,000	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	16,000
*PX3600	Allegro(R) Physical Viewer	1,200	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	1,200
*PX3710	Allegro(R) PCB Design CIS - X	28,000	30-Jun-13	10	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	REGION	280,000
*PX4100	Allegro(R) Package Designer - L	31,000	30-Jun-13	2	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	62,000
*VIP100	Incisive VIP Portfolio	20,000	30-Jun-13	25	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	REGION	500,000
*VIP100	Incisive VIP Portfolio	20,000	30-Jun-13	30	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	600,000
*VSDG	Dynamic Gate Option to Voltag	88,000	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	88,000
*VSPE	VoltageStorm PE	188,400	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	188,400
*276	Virtuoso(R) Schematic Editor H	4,400	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	4,400
*32760	Virtuoso(R) Analog HSPICE Int	6,200	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	6,200
*5100	Virtuoso(R) Layout Migrate	244,500	30-Jun-13	1	31-Mar-10	30-Jun-13	1187	Floating	YES - F	45 Days - F	LOCAL	244,500
				210								6,922,900
oun)				210								6,922,900

* Represents Initial Configuration Licenses

est available information at the time this document was created. End Support Dates are subject to change.

 Conexant Systems, Inc.
 Date: 4.1

Product Quotation

eDAcard

Attachment G to the Software License and Maintenance Agreement

SLMA-09CONE-1218 ("Agreement")

eDAcard GOLD number: TBD

Quotation Number: SeptEDAG

Quotation Expiration Date: 14-Sep-12

Conexant Systems, Inc. ("CUSTOMER")

Rakesh Ranjan

4000 McArthur Blvd

Newport Beach, CA 92660

Conexant Systems, Inc.

Ship-To Address: 100%

4000 McArthur Blvd

Newport Beach, CA 92660

Cadence Design Systems, Inc.

2655 Seely Avenue

San Jose, California 95134

Licensed Materials Price Date: 27-Aug-12

Attachment Expiry Date: 30-Jun-13

eDAcard

eDAcard Activation Period:

Activation Period Effective Date: 14-Sep-12

Activation Period Expiry Date: 15-Jun-13

Termination Date: 30-Jun-13

eDAcard Balance:

\$150,000

eDAcard Site(s):

Distribution of eDAcard Balance:

The following Authorized Users & specific site(s) will be issued eDAcard(s) as indicated below.

Rakesh Ranjan - Newport Beach, CA 92660 \$150,000 Rakesh.Ranjan@conexant.com

eDAcard WAN Premium: 0% LOCAL; 10% REGION; 70% MULTI-REGION

eDAcard Discount Rate: 75.00%

Note: The Licensed Materials may be drawn down at their respective list price less a 75% discount except for the Licensed Materials listed in Addendum A.

The Licensed Materials listed in Addendum A may be drawn down at their respective list price less the applicable discount set forth in Addendum A.

eDAcard GOLD Number:

TBD

eDAcard Fees

\$150,000

Payment Terms

Total

Total Fees Due

\$150,000

Payment Schedule

Payment	Invoice Date	Due Date	Total Amount
1	1-Oct-12	31-Oct-12	\$50,000
2	1-Jan-13	31-Jan-13	\$50,000
3	1-Apr-13	1-May-13	\$50,000
Total [USD]			\$150,000

The parties hereby agree to the foregoing terms and conditions

in addition to the terms and conditions attached hereto which are hereby incorporated by reference.

Conexant Systems, Inc.

Initials: DW 12

Product Quotation

Terms and Conditions

For Fixed Pool

eDAcard License Model

The Product Quotation under the Software License and Maintenance Agreement referenced in Page 1 (the "Agreement") is comprised of this attachment Terms and Conditions (the "Attachment") and the business terms set forth on Page 1 to which this Attachment is appended (including any continuation pages thereof so labeled, "Page 1"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement. In the event of any conflict between the terms of the Agreement and this Attachment, the terms of the Agreement shall prevail, unless explicitly set forth otherwise herein.

A. eDAcard LICENSING MODEL

1. **Availability of Licensed Materials:** Cadence's eDAcard licensing model establishes a mechanism whereby Customer may access, select and Use Licensed Materials through Cadence's web site ("eDAcard Web Site") during the eDAcard activation period. The activation period is defined as beginning on the Activation Period Effective Date and ending on the Activation Period Expiry Date ("eDAcard Activation Period") as set forth on page 1 of this Attachment. Use of the Licensed Materials will be pursuant to the terms and conditions of the Agreement and this Attachment. A list of the available Licensed Materials can be viewed on the eDAcard Web Site. The Term of Use for licenses for the Licensed Materials can be selected for a pre-determined duration (i.e. weekly, monthly, quarterly, yearly or any combination thereof). In no event, however, shall the Term of Use for any Licensed Materials licensed during the eDAcard Activation Period extend beyond the Attachment Expiry Date.
2. **Licensed Materials:** Customer shall only Use Licensed Materials available through the eDAcard Web Site as of the Licensed Materials Price Date specified on page 1 of this Attachment.
3. **Accessibility of Licensed Materials:** Within the later of five (5) days after: (i) the Activation Period Effective Date, or (ii) execution of this Attachment by Cadence, Cadence shall activate and forward an eDAcard number ("eDAcard Number") to those Customer employees who will be allowed to access the eDAcard Web Site ("Authorized Users"). Upon account activation, the Authorized Users will be issued individual login names and passwords ("Authorized User ID") to be used in conjunction with the eDAcard Number. The Authorized User ID will allow the Authorized Users access to the Licensed Materials on the eDAcard Web Site. Following the Authorized Users selection of Licensed Materials over the eDAcard Web Site, the applicable Fees will be deducted from the eDAcard Balance set forth on page 1 of this Attachment. Customer shall be provided with instructions on how to obtain an authorization key for the Licensed Materials. The ability of the Authorized Users to access the eDAcard Web Site for the purpose of selecting additional Licensed Materials shall terminate on the earlier of: (i) the depletion of the eDAcard Balance; (ii) the Activation Period Expiry Date set forth on page 1 of this Attachment; or (iii) termination of the Agreement pursuant to Section 5 (Term and Termination) thereof.
4. **eDAcard Balance:** The Fee structure for Use of the Licensed Materials implementing the eDAcard licensing model is set forth on the Cadence **eDAcard Datasheet** available on the eDAcard Web Site. The Fees are based upon the one year time-based license ("TBL") reference price. The Licensed Materials price is then adjusted per the eDAcard rate table set forth in the eDAcard Datasheet based upon: (1) the type of Licensed Materials licensed plus any applicable regional list price adjustments, and (2) the Term of Use. Finally, the applicable Customer discount is applied to arrive at the final Fee for the applicable Licensed Materials. The dollar value as set forth in the eDAcard Balance on page 1 of this Attachment represents the amount the Customer has allocated for selecting and Using Licensed Materials accessing the eDAcard Web Site. Upon selection of both the Licensed Materials and the Term of Use, the Fee shall be automatically calculated and debited from the remaining eDAcard Balance. Customer may continue to access the eDAcard Web Site for the purpose of selecting additional Licensed Materials until the eDAcard Balance is depleted. Customer shall forfeit any remaining portion of the eDAcard Balance not utilized during the eDAcard Activation Period.
5. **General Terms:** Customer is solely responsible for: (i) managing its Authorized Users; and (ii) maintaining the security of all passwords, user IDs and access keys made available by Cadence. Customer acknowledges

and agrees that any person who enters an Authorized User ID will be presumed by Cadence to be an Authorized User and have the power and authority to bind Customer to the terms of this Attachment and the Agreement. Cadence will not be under any obligation to verify the identity of any such person. Customer agrees that an order placed through the eDAcard Web Site is the equivalent of a signed purchase order; provided, however, that to the extent a purchase order is also issued by Customer in addition to an order placed on the eDAcard Web Site, the aggregate amount of Fees payable by Customer hereunder shall be as set forth on Page 1. Customer shall have the right to change, add, or delete Authorized Users upon prior written notice to Cadence. In no event are any licenses issued hereunder cancelable nor are any Fees payable hereunder refundable. Customer hereby waives any future challenge to the validity and enforceability of any order submitted via the eDAcard licensing model on the grounds that it was electronically transmitted and authorized. Customer is responsible for all costs and charges, including without limitation, phone charges and telecommunications equipment, incurred in order to use the eDAcard licensing model.

B. MAINTENANCE SERVICES

Maintenance Services are provided by Cadence during the Term of Use.

C. PAYMENT SCHEDULE

Customer shall remit payment for the Fees in accordance with the schedule set forth on page 1 of this Attachment. Notwithstanding the foregoing, in the event that the eDAcard Balance is depleted and the Term of Use for all Licensed Materials ends prior to the Activation Period Expiry Date, any remaining payments shall become due and payable immediately upon the expiration of the Term of Use for all Licensed Materials. Customer understands and agrees that the obligation to make payments hereunder is not contingent upon a purchase order being issued by Customer.

D. WIDE AREA NETWORK

Subject to Section 13.2 (Export) of the Agreement and payment of any applicable Fees, Customer is granted the right to allow its employees to remotely access the Licensed Materials through a wide area network ("WAN"). Customer may select the following options for WAN rights at the time of acquiring the Licensed Materials under this Attachment: (1) "None" (no WAN rights permitted), (2) "Local" (WAN rights only permitted within the same time zone as the Designated Equipment, or if outside the Americas, within the same country), (3) "Region" (WAN rights only permitted within the specific Region selected with access through Designated Equipment in the Region), and (4) "Multi-Region" (WAN rights permitted in more than one Region as selected by Customer). Customer's WAN selection will be determined at time of selection of the Licensed Materials. The available Regions for such Multi-Region WAN rights are: (1) The Americas, (2) Europe and Middle East, (3) India, and (4) Australia and Asia (excluding Japan).

The parties hereby agree to the foregoing terms and conditions.

CUSTOMER: Conexant Systems, Inc.

By: [Signature]
Name: Carl M. Miller
Title: CFO
Date: 9/25/12

CADENCE DESIGN SYSTEMS, INC.

By: _____
Name: Barbara Rogan
Title: AGC - Americas Cor
Date: September 26, 2012

Digitally signed by brogan
DN: dc=com, dc=cadence,
dc=global, ou=UserAccounts,
ou=People, cn=brogan,
email=brogan@cadence.com
Date: 2012.09.26 13:53:26 -07'00'



**Addendum A To Attachment G
to the Software License and Maintenance Agreement SLMA-09CONE-1218**

3rd Party & Exception Product(s)

Discount(s)

PA1220; Allegro(R) Design Publisher - XL

60.00%

Conexant Systems, Inc.

Initials:

CSM



SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Agreement No.: SLMA-09CONE-
Date of Agreement: 3-15-10 1218

This Software License and Maintenance Agreement ("Agreement"), entered into as of the date specified above, is by and between Cadence Design Systems, Inc., a Delaware corporation having a principal place of business at 2655 Seely Avenue, San Jose, California 95134-1937, USA ("Cadence"), and Conexant Systems, Inc., a Delaware corporation, having a place of business at 4000 MacArthur Blvd., Newport Beach, CA 92660 ("Customer"). Customer desires to obtain from Cadence, either directly or through an authorized Cadence reseller, rights and licenses to Use certain Licensed Materials on either a Subscription or 99-year License basis, as defined below. License Keys to the Licensed Materials may be purchased either from Cadence or an authorized Cadence reseller. Therefore, Cadence and Customer agree as follows:

1. DEFINITIONS

The following definitions apply herein:

(a) "**Acquired Cadence Software**" means Software acquired by Cadence after the commencement of the Term of Use in a Product Quotation as the result of an acquisition by Cadence of either a third party, or the technology of a third party.

(b) "**Design Elements**" means library elements, libraries, symbols, simulation or behavioral models, circuit and logic elements and any Updates thereto included with, and used in conjunction with Software.

(c) "**Designated Equipment**" means either: (i) a server identified by serial number, or host I.D. on which the Licensed Materials are stored, or; (ii) a computer or workstation, as identified by its serial number, host I.D. number or ethernet address, to which the Licensed Materials are downloaded and Used only upon the issuance of a License Key. The Designated Equipment shall be of a manufacture, make and model, and have the configuration, capacity, (i.e., memory/disk), operating software version level and pre-requisite and co-requisite applications, prescribed in the Documentation as necessary or desirable for the operation of the Software.

(d) "**Documentation**" means the user manuals and other written materials that describe the Software, its operation and matters related to its Use, which Cadence generally makes available to its commercial licensees for use with the Software and any Updated, improved or modified version(s) of such materials, whether provided in published written material, on magnetic media or communicated by electronic means.

(e) "**Effective Date**" means the date specified in each Product Quotation representing the commencement of the Term of Use for the Licensed Materials.

(f) "**Initial Configuration**" means the specific group of Licensed Materials listed in each Product Quotation that represents the Licensed Materials available for Use by the Customer on the Effective Date.

(g) "**License Key**" means a physical or electronic activation key provided to a Customer that authorizes: (i) the Licensed Materials, including version number and quantity that is licensed to a Customer; (ii) the Designated Equipment; and (iii) the codes that Customer must input to

access the Licensed Materials on the Designated Equipment. Any fees for the License Key shall be included in the License Fees.

(h) "**Licensed Materials**" means the specific group of Software, Design Elements and the associated Documentation licensed to Customer and identified in the applicable Product Quotation. Unless otherwise specified in the Product Quotation, Licensed Materials excludes New Technology, Upgrades and Acquired Cadence Software.

(i) "**Maintenance Service(s)**" shall mean the services which Cadence makes available to Customer related to the Licensed Materials as is more particularly described in Section 9 (Technical Support) herein.

(j) "**New Technology or Upgrade**" means any enhancement(s) or addition(s) to Software (other than an Update) which Cadence does not make available to its commercial customers as a part of the standard Maintenance Service offering, but rather is only provided subject to payment of a separate fee. Acquired Cadence Software, New Technology and Upgrades are not covered by, and will not be provided in consideration of the Fees already paid by Customer unless otherwise specified in a Product Quotation.

(k) "**Product Quotation**" means a written quotation from Cadence (or one of its affiliates) to Customer identifying the Licensed Materials, Initial Configuration, quantity, charges, Term of Use and other information relevant to a specific transaction which Cadence is quoting to Customer. Each Product Quotation will be included as an attachment to this Agreement and incorporated herein by reference.

(l) "**Remix**" means the exchange of Licensed Materials for other or additional Licensed Materials subject to the limitations set forth in the applicable Product Quotation.

(m) "**Software**" means any applications programming code or executable computer program(s), and any Updates thereto.

(n) "**Subscription**" means the license of Software for a fixed period of time that is less than 99 years in which the Fee for Maintenance Services is included within the Fees quoted for the entire Term of Use.

(o) "**Subsidiary**" means an entity: (a) more than fifty

percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter owned or controlled, directly or indirectly, by Customer; or (b) which does not have outstanding shares or securities as may be the case in a partnership, joint venture or unincorporated association, but more than fifty percent (50%) of whose ownership interest representing the right to make the decisions for such entity is now or hereafter, owned or controlled, directly or indirectly, by Customer; but such entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

(p) "**Term of Use**" means that period of time Customer has Use of the Licensed Materials as specified in each Product Quotation.

(q) "**Then Current Configuration**" means the specific group of Licensed Materials being Used by Customer after Remix.

(r) "**Update**" means a Software modification released by Cadence on a general, regularly scheduled basis as a standard Maintenance Service offering to its other commercial customers. Updates may include revisions to the Documentation. Updates do not include any Acquired Cadence Software, Upgrades or New Technology.

(s) "**Use**" means copying all or any portion of Software, Design Elements and/or License Key into the Designated Equipment or transmitting it to the Designated Equipment for; (i) executing or processing instructions contained in the Software, (ii) using, executing or modifying any of the Design Elements, or (iii) loading data into or displaying, viewing or extracting output results from or otherwise operating any portion of the Software or Design Elements, solely for the purpose of Customer's internal design and manufacture of electronic circuits and systems.

(t) "**99-year License**" means the license of Software for a period of 99 years in which the Licensee Fees are quoted separately from Maintenance Fees and in which Maintenance Services are not automatically included during the Term of Use, except for the first year.

2. SCOPE AND BACKGROUND

Under this Agreement Customer can: (i) acquire licenses for a specific number of Licensed Materials and related Documentation on either a Subscription or 99-year License basis, and (ii) obtain Maintenance Services for the Licensed Materials pursuant to the provisions of this Agreement. With the exception of 99-year licenses, all Software licensed on a Subscription basis, may be Used on a wide area network ("WAN") basis as described in the applicable Product Quotation. For any Software acquired by Customer through an authorized Cadence reseller the following provisions of this Agreement shall not apply: 4, 6, 13.3(b) and 13.3(c). 99-year Licenses must be Used within five (5) miles of the Designated Equipment. While Cadence shall remain the "licensor" for purposes of the grant of the licenses and other rights hereunder, and Customer shall remain the "licensee" for purposes of the obligations contained herein, Customer shall contract

directly with the authorized Cadence reseller for the purchase of License Keys and any Maintenance Services on Software provided by such authorized Cadence reseller.

3. LICENSE GRANT

(a) **Grant:** Subject to Customer's timely payment of the Fees as set forth in Section 4 and subject to the limitations set forth in Sections 3(b) and 3(c), Cadence, hereby grants Customer, for the Term of Use as specified in each Product Quotation, a non-transferable, non-exclusive, license to: (i) Use the quantity of Licensed Materials identified in the applicable Product Quotation on the Designated Equipment as established by the number of License Keys issued for the Licensed Materials; and (ii) Use the Documentation as is reasonably necessary for Customer's licensed Use of the Licensed Materials. All rights not expressly granted to Customer pursuant to this Agreement are reserved by Cadence. Cadence may also agree to provide Customer with an evaluation license for Licensed Materials under this Agreement. Such evaluation licenses shall be evidenced by a Product Quotation designating such Licensed Materials as provided for evaluation purposes only. In such event Section 9 (Technical Support) and Section 10 (Proprietary Rights Indemnity) of this Agreement shall not apply. Unless specifically granted in such Product Quotation, such evaluation licenses may not be accessed through WAN and may not be Used by subcontractors.

(b) **Limitations:** All rights, title and interest in the Licensed Materials shall remain the exclusive property of Cadence and/or its licensors. The Licensed Materials are the confidential and proprietary property of Cadence or third parties from whom Cadence has obtained the appropriate rights. Customer shall not Use or copy the Licensed Materials except as expressly permitted herein. Customer may only Use those Licensed Materials specified in the applicable Product Quotation. Customer shall not modify, disassemble, decompile or reverse translate or create derivative works from the Licensed Materials or otherwise attempt to derive the source code, or let any third party do so. No right or license is granted or implied under any of Cadence, or its licensors', patents, copyrights, trademarks, trade names, service marks or other intellectual property rights to Use the Licensed Materials or to authorize others to Use the Licensed Materials beyond the rights and restrictions set forth in this Agreement. By way of example and not limitation, Customer shall not disclose to any third party any benchmarking of; (i) the Software or Design Elements or (ii) the output of any Software or Design Elements (which means any form of competitive analysis of the Licensed Materials versus competitive tool products), nor permit any third party to do so. Customer shall not remove or alter any of Cadence's or its licensors' restrictive or ownership legends appearing on or in the Licensed Materials and shall reproduce such legends on all copies permitted to be made. Customer may periodically Remix the Initial Configuration or the Then Current Configuration only if specified in the Product Quotation and subject to the limitations set forth in the Product Quotation. Upon request by Cadence, Customer shall

execute a Certificate of Discontinued Use upon the completion of each Remix for those Licensed Materials that are exchanged or terminated in the Remix.

(c) **Restrictions:** Customer shall not let the Licensed Materials be accessed or used by third parties or anyone other than Customer's employees whose duties require such access or use. Notwithstanding the foregoing, Customer's authorized consultants and subcontractors (excluding any direct competitors of Cadence) may Use the Licensed Materials on the Designated Equipment at a Customer facility only, where such Use is incidental to their performing services on Customer's behalf. Such Use by authorized consultants and subcontractors must be consistent with the license granted to Customer hereunder and Customer must first require such authorized consultants and subcontractors to sign written agreements obligating them to observe the same restrictions concerning the Licensed Materials as are contained in this Agreement. In connection with activities under this Agreement, Customer may provide to Cadence suggestions, descriptions, data feedback and other information, either orally or in writing (collectively, "Feedback") concerning the Licensed Materials. Customer hereby grants to Cadence and its affiliates, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to make, use, sell, reproduce, modify, sublicense, disclose, distribute and otherwise exploit any such Feedback. In addition, Cadence shall be the sole owner of any modifications, additions or other changes made to the Licensed Materials based upon such Feedback. The Licensed Materials may contain certain software applications and portions of applications which are provided to Customer under terms and conditions which are different from this Agreement (such as open source or community source), or which require Cadence to provide Customer with certain notices and/or information ("Excluded Code"). Cadence will identify such Excluded Code in a text file or about box or in a file or files referenced thereby (and shall include any associated license agreement, notices and other related information therein), or the Excluded Code will contain or be accompanied by its own license agreement. Customer's Use of the Excluded Code will be subject to the terms and conditions of such other license agreement solely to the extent such terms and conditions are inconsistent with the terms and conditions of this Agreement or are required by such other license agreement. By using or not uninstalling such Excluded Code after the initial installation of the Excluded Code Customer acknowledges and agrees to all such license agreements, notices and information.

(d) **Records; Audit:** Customer shall keep commercially reasonable and accurate records to confirm its authorized Use of the Licensed Materials hereunder, including but not limited to ensuring that Customer has not exceeded the number of authorized copies of Licensed Materials and other obligations hereunder. Cadence shall have the right to audit such records during regular business hours upon not less than thirty (30) days prior written notice to confirm Customer's compliance with its obligations hereunder. Cadence shall not exercise such audit rights more than one time in any twelve (12) month

period and any audit shall be limited to the immediately preceding year. Customer shall promptly correct any deficiencies discovered by such audit including payment to Cadence of the amount of any shortfall in Fees uncovered by such audit plus interest at the rate set forth in Section 4(a) below. If the audit uncovers any shortfall in payment of more than five percent (5%) for any quarter, then Customer shall also promptly pay to Cadence the costs and expenses of such audit, including fees of auditors and other professionals incurred by Cadence in connection with such audit.

4. FEES; TAXES

(a) **Fees and Payment:** Customer shall pay Cadence the license fees ("License Fees") and maintenance services fees ("Maintenance Services Fees") (collectively, the "Fees"). Such Fees shall be remitted so that they are received by Cadence by the dates and in the amounts set forth in the Product Quotation and, except as expressly provided herein, are non-refundable. In addition, Customer's obligation to remit License Fee payments to Cadence in accordance with the payment schedule set forth in the Product Quotation shall be absolute, unconditional, noncancellable and nonrefundable, and shall not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense for any reason, including, but not limited to, any claims that Cadence failed to perform under this Agreement or termination of this Agreement. Past due amounts shall be subject to a monthly service charge of one and one-half percent (1½%) per month of the unpaid balance or the maximum rate allowable by law. In addition to all other sums payable hereunder, Customer shall pay all reasonable out-of-pocket expenses incurred by Cadence, including fees and disbursements of counsel, in connection with collection and other enforcement proceedings resulting therefrom or in connection therewith.

(b) **Taxes:** All Fees are net. Customer will pay or reimburse all taxes, duties and assessments, if any due, based on or measured by amounts payable to Cadence in any transaction between Customer and Cadence under this Agreement (excluding taxes based on Cadence's net income) together with any interest or penalties assessed thereon, or furnish Cadence with evidence acceptable to the taxing authority to sustain an exemption therefrom (collectively, "Taxes").

5. TERM AND TERMINATION

(a) **Term:** This Agreement is entered into as of the date specified on the initial page and shall continue unless terminated as provided in Section 5(c) ("Term"). The Term of Use for Licensed Materials shall continue unless the applicable Product Quotation is terminated as provided in Section 5(b). For Software licensed on a 99-year basis, Maintenance Services are only provided for the initial year. Maintenance Services are thereafter renewable by Customer for additional periods upon issuance of a Product Quotation by Cadence and payment by Customer of the Maintenance Services Fees.

(b) **Termination of Product Quotation by Cadence:** Any Product Quotation hereunder may be

terminated by Cadence: (i) if Customer fails to pay when due all or any portion of any amounts payable under such Product Quotation, and such failure is not cured within ten (10) days after written notice; or (ii) in the event of a breach by Customer of any other material provision of the Product Quotation where Customer fails to correct such breach within thirty (30) days of its receipt of written notice thereof. In addition, in the event Customer fails to pay any Fees due under a Product Quotation, Cadence may delay delivery of any License Key until Customer pays such past due amounts.

(c) **Termination of Agreement by Cadence:** This Agreement may be terminated by Cadence immediately if: (i) Customer breaches any provisions of Section 3 herein, or (ii) Customer becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer; or (iii) if Customer breaches any other material provision of this Agreement and fails to correct such breach within thirty (30) days of its receipt of written notice thereof; or (iv) if an "Event of Default" (as defined in the Installment Payment Agreement "IPA") occurs and is continuing under any IPA in favor of Cadence or Cadence Credit (if Customer enters into such an IPA in order to finance the License Fees). Termination of this Agreement shall immediately terminate any Product Quotations then in effect.

(d) **Termination by Customer:** This Agreement may be terminated by Customer: (i) in the event of a material breach by Cadence of any provisions of this Agreement where Cadence fails to correct such breach within thirty (30) days of its receipt of written notice thereof; or (ii) immediately if: (A) Cadence becomes insolvent; or (B) a trustee or receiver is appointed for Cadence or for a substantial part of its assets; or (C) bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Cadence.

(e) **Effect of Termination:** Expiration or termination of a Product Quotation or the Agreement as specified in Sections 5(b), 5(c) or 5(d) above, as applicable, shall simultaneously terminate all Customer's rights for licenses and Cadence's obligations with respect to the terminated Product Quotation or Agreement, as applicable. Within thirty (30) days after such expiration or termination, Customer shall: (i) furnish Cadence written notice certifying that the original and all copies, including partial copies, of the Licensed Materials furnished by Cadence under this Agreement or made by Customer as permitted by this Agreement, have either been returned to Cadence or destroyed and no copies or portions thereof remain in the possession of Customer, its employees or agents; and (ii) make prompt payment in full to Cadence for all amounts then due plus the present value (discounted at the lesser of: (a) the then current one year U.S. Treasury Bill Rate and, (b) the one year U.S. Treasury Bill Rate as of the Effective Date) of the unpaid balance of the License Fees as set forth in the Product Quotation, together with any applicable Taxes. If this Agreement is terminated by Customer, a pro

rata portion of the Maintenance Services fees shall be refunded. Sections 3(c), 4, 5(d), 11(b), 12, 13.6, 13.7 and 13.8 shall survive expiration or termination of this Agreement.

6. ORDERING

If required by Customer, Customer shall order Licensed Materials and Maintenance Services using its standard purchase order forms. All Customer orders shall: (i) conform to and cite this Agreement; and (ii) describe the Licensed Materials and/or Maintenance Services ordered (by Cadence's product numbers and nomenclature), and (iii) identify the quantity, price, ship and bill to addresses and (iv) include such other data as Cadence may reasonably require. This Agreement shall govern all Customer purchase orders accepted by Cadence directly or through an authorized Cadence reseller during the Term and within the scope of this Agreement. Any terms and conditions contained or incorporated by reference in purchase orders, acknowledgments, invoices, confirmations or other business forms of either party which add to or differ from the terms and conditions of this Agreement or the attachments made a part hereof shall be of no force or effect whatsoever concerning the subject matter of this Agreement, and either party's failure to object thereto shall not be deemed a waiver of such party's rights hereunder. Cadence has the right to discontinue the sale of licenses of the Licensed Materials at any time. Discontinued Licensed Materials, or Licensed Materials for which Maintenance Services are no longer available, may no longer be Remixed by Customer or acquired during the Term of Use under a Product Quotation.

7. SHIPMENT

Upon execution of this Agreement and acceptance of an order by Cadence or an authorized Cadence reseller, all Cadence Software is available for download by Customer from Cadence, provided however Customer shall only Use Cadence Software for which a License Key has been purchased from either Cadence or an authorized Cadence reseller. Unless otherwise requested in writing by Customer as set forth herein, all Licensed Materials and License Keys shall be provided to Customer in electronic format only. Cadence agrees not to deliver to Customer and Customer agrees not to accept any Licensed Materials, excluding written or printed Documentation provided under this Agreement, including but not limited to CD ROM, tape or paper. In the event Customer requests the delivery of any tangible media, such request must be in writing and received at least ninety (90) days prior to the delivery of the Licensed Materials. Delivery of any tangible media requested by Customer hereunder shall be made F.O.B point of shipment. Customer shall pay all shipping charges, including insurance. Risk of loss shall pass to Customer upon delivery to carrier.

8. COPIES AND TRANSFER

(a) **Copies:** Customer may make a reasonable number of copies of Software for either of the following purposes only: (i) archival purposes; or (ii) for Use as a

back-up when the Software is not operational. Customer may make a reasonable number of copies of Design Elements in connection with its authorized Use of such Design Elements. All legends, trademarks, trade names, copyright legends and other identifications must be copied when copying the Licensed Materials. Documentation may not be copied except for a reasonable number of printed copies from the Documentation provided by Cadence.

(b) **Relocation:** The Licensed Materials may only be moved from the Designated Equipment with Cadence's prior written consent ("Relocation"). Customer will immediately return Cadence's Request for Relocation and Certificate of Discontinued Use when the Licensed Materials are moved. Customer shall completely remove the Licensed Materials from the previous Designated Equipment. Any Relocation between different Customer sites shall be treated as a Remix.

9. TECHNICAL SUPPORT

Subject to the terms and conditions of this Agreement, and Customer's timely payment of applicable Fees, Cadence agrees to use commercially reasonable efforts to perform, or have provided, during the Term of Use specified in a Product Quotation, the following technical assistance with respect to the Licensed Materials:

(a) Maintenance Services:

(1) **Technical Support:** Cadence will make technical assistance available to Customer through Cadence Customer Support between 8:00 a.m. and 5:00 p.m., local time (the "Prime Shift"), Monday through Friday excluding Cadence's holidays.

(2) **Issue Resolution Assistance:** Cadence will acknowledge receipt of Customer's service request (a "SR") within four (4) Prime Shift hours. Customer's SR shall include a detailed description of the nature of the issue, the conditions under which it occurs and other relevant data sufficient to enable Cadence to reproduce a reported error in order to verify its existence and diagnose its cause. Upon completion of diagnosis Cadence will provide Customer appropriate assistance in accordance with Cadence's standard commercial practices, including furnishing Customer with an avoidance procedure, bypass, work-around, patch or hot-fix (i.e., a Customer specific release for a production stopping problem with no work-around) to correct or alleviate the condition reported.

(3) **Update(s):** Cadence will provide Customer Update(s) for the Licensed Materials. Cadence will also provide instructions and/or Documentation that Cadence considers reasonably necessary to assist in a smooth transition for Use of an Update.

(4) **Communication:** Cadence will provide Customer: (i) access to Cadence's SourceLink™ online Customer support service; and, (ii) such newsletters and other publications, as Cadence routinely provides or makes accessible to all Maintenance Service customers to furnish information on topics such as Software advisories, known problem and solution summaries, product release notes, application notes, product descriptions, removal of an item from a product line by providing Customer a minimum of six (6) months advance written notification of such

removal, training class descriptions and schedules, bulletins about user group activity and the like.

(5) **Versions Supported:** Customer acknowledges that, subject to Cadence's End Sale/End Support Process, Cadence will maintain only the most current version of the Licensed Materials. Cadence shall also maintain the last prior version of the Licensed Materials until the earlier of six (6) months from the release of each new version release, or termination of this Agreement.

(b) Customer's Responsibilities:

Customer shall:

(1) **Notification:** Notify Cadence promptly through Cadence's electronic problem reporting software available via SourceLink. If Customer does not receive Cadence's acknowledgment of its receipt of such report within four (4) Prime Shift hours, Customer shall promptly re-transmit such report.

(2) **Access:** If requested by Cadence, allow Cadence access to the Designated Equipment and communication facilities during the Prime Shift and subject to Customer's security and safety procedures, and provide Cadence reasonable work space and other normal and customary facilities.

(3) **Assistance:** Provide Cadence with reasonable assistance as requested if Maintenance Services are performed on site at Customer's facility and ensure that a Customer employee is present.

(4) **Test Time:** Provide sufficient support and test time on Customer's Designated Equipment to allow Cadence to duplicate an error and verify if it is due to Licensed Materials, and when corrections are complete, acknowledge that the error has been resolved.

(5) **Standard of Care:** Provide the same standard of care for the Licensed Materials that Customer applies to its own products or data of like value to its business and return any defective Licensed Materials or attest in writing to the destruction of same as directed by Cadence.

(6) **Support:** Promptly inform Cadence in writing if Customer develops interfaces to the Licensed Materials, and provide such information as Cadence determines necessary to properly maintain the Licensed Materials.

(7) **Data Necessary:** Provide data sufficient to enable Cadence to replicate a reported error on its own computers at the CRC.

(c) **Excluded Services:** Maintenance Services required in connection with or resulting from the following are excluded from this Agreement:

(1) abuse, misuse, accident or neglect; or, repairs, alterations, and/or modifications which are not permitted under this Agreement and which are performed by other than Cadence or its agents; or

(2) the relocation of Licensed Materials from one unit of Designated Equipment to another or from the Customer location; or making changes due to Customer's decision to reconfigure the Licensed Materials or the system or network upon which it is installed; or

(3) maintenance, malfunction, modification of the Designated Equipment or its operating system; or

(4) Use of the Licensed Materials on a hardware platform other than the Designated Equipment; or use of other than the most current or last prior release of the Licensed Materials as specified in Section 9(a)(5); or

(5) Customer's failure to maintain configuration environment (i.e., memory/disk capacity, operating system revision level, prerequisite or co-requisite items, etc.) specified in the Documentation or to supply adequate backups.

(d) **Additional Services:** If Cadence agrees to perform services requested by Customer which are not included as part of this Agreement, such services shall be billed to Customer at prices and terms to be agreed by the parties.

10. PROPRIETARY RIGHTS INDEMNITY

Cadence will defend at its own expense any legal action brought against Customer to the extent that it is based on a claim or allegation that any Licensed Materials or License Key infringes a U.S. patent or copyright of any third party, and Cadence will pay any costs and damages finally awarded against Customer in any such action that are attributable to any such claim or incurred by Customer through settlement thereof, but shall not be responsible for any compromise made or expense incurred without its consent. However, such defense and payments are subject to the condition that Customer gives Cadence prompt written notice of such claim, allows Cadence to direct the defense and settlement of the claim, and cooperates with Cadence as necessary for defense and settlement of the claim. Should any Licensed Materials, or the operation thereof, become or in Cadence's opinion be likely to become, the subject of such claim, Cadence may, at Cadence's option and expense, procure for Customer the right to continue using the Licensed Materials, replace or modify the Licensed Materials so that they become non-infringing, or terminate the license granted hereunder for such Licensed Materials and refund to Customer the Fees (less a reasonable charge for the period during which Customer has had availability of such Licensed Materials for Use and of the Maintenance Services). Cadence will have no liability for any infringement claim to the extent it: (i) is based on modification of Licensed Materials other than by Cadence, with or without authorization; or (ii) results from failure of Customer to Use an Updated version of the Licensed Materials; or (iii) is based on the combination or Use of the Licensed Materials with any other software, program or device not provided by Cadence if such infringement would not have arisen but for such use or combination; or (iv) results from compliance by Cadence with designs, plans or specifications furnished by Customer, or (v) is based on any products, devices, software or applications designed or developed through Use of the Licensed Materials. THE FOREGOING STATES CADENCE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR PROPRIETARY RIGHTS INFRINGEMENT.

11. LIMITED WARRANTY

(a) Cadence warrants for thirty (30) days after shipment that the recording media by which the Licensed Materials are furnished is free of manufacturing defects and shipping damage if the media has been properly installed on the Designated Equipment. Cadence does not warrant that Licensed Materials will meet Customer's requirements or that Use of the Licensed Materials will be uninterrupted or error free. As Customer's exclusive remedy and Cadence's entire liability for breach of the warranty herein, Cadence will provide a replacement magnetic media containing the Licensed Materials ordered by Customer.

(b) **EXCEPT AS PROVIDED ABOVE, CADENCE, ITS LICENSORS AND ITS AUTHORIZED RESELLERS MAKE NO WARRANTIES TO CUSTOMER WITH RESPECT TO THE LICENSED MATERIALS OR ANY SERVICE, ADVICE, OR ASSISTANCE FURNISHED HEREUNDER, AND NO WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING OR USAGE IN TRADE SHALL APPLY.**

12. LIMITATION OF LIABILITY

(a) Cadence's cumulative liability to Customer for all claims of any kind resulting from Cadence's performance or breach of this Agreement or the Licensed Materials or Maintenance Services furnished hereunder shall not exceed, to the extent collected by Cadence, the Fees actually received by Cadence from Customer under a Product Quotation for the Licensed Materials or Maintenance Services which are the subject of such claim, regardless of whether Cadence has been advised of the possibility of such damages or whether any remedy set forth herein fails of its essential purpose or otherwise. Attorneys' fees incurred pursuant to Section 10 shall not be included in the foregoing liability cap. **CADENCE, ITS LICENSORS AND ITS AUTHORIZED RESELLERS SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTES, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**

(b) Customer's cumulative liability for all claims of any kind shall be capped at the Fees received by Cadence under this Agreement, with the exception of Customer's liability associated with any breach of Section 3, in which case there is no cap on the liability.

13. GENERAL PROVISIONS

13.1 NOTICES

Notices to Customer shall be sent to the address on the initial page and to Cadence at 2655 Seely Avenue, San Jose, California 95134 USA, Attn: Legal Department or such new address as a party specifies to the other in writing.

13.2 EXPORT

The Licensed Materials may not be exported without the prior written consent of Cadence. The Licensed Materials and all related technical information or materials are subject to export controls and (are or may be) licensable under the U.S. Government export regulations. Customer will not export, re-export, divert, transfer or disclose, directly or indirectly the Licensed Materials and any related technical information or materials without complying strictly with all legal requirements including without limitation obtaining the prior approval of the U.S. Department of Commerce and, if necessary, other agencies or departments of the U.S. Government. Licensee will execute and deliver to Cadence such "Letters of Assurance" as may be required under applicable export regulations. Customer shall indemnify Cadence against any loss related to Customer's failure to conform to these requirements.

13.3 ASSIGNMENT

(a) **No Assignment:** Customer may not delegate, assign or transfer this Agreement, or any of its rights and obligations under this Agreement, and any attempt to do so shall be void. Customer agrees that this Agreement binds Customer and each of its affiliates and the employees, agents, representatives and persons associated with any of them. Without limitation of the foregoing, an assignment, delegation or transfer shall include, but not be limited to a sale of substantially all the assets of Customer, a merger, a re-organization, or change in control of fifty percent (50%) or more of the equity of Customer (a "Change in Control"). No transfer, delegation or assignment (including, without limitation, an assignment by operation of law) of this Agreement may be made without the prior written consent of Cadence. Such prior written consent by Cadence may be withheld at Cadence's sole discretion. As used in this Agreement, assignment shall not include, and no consent shall be required, (1) if Customer raises additional capital through sale of equity (either privately or through a public offering) or debt instruments, provided that the additional equity issued does not result in a Change in Control, (2) if Customer changes its state of incorporation, or (3) if Customer reorganizes its corporate structure without a change in its equity structure.

(b) **Assignment of License Fees:** Cadence may sell or assign the License Fees owing under this Agreement to third-parties ("Assignee"). Upon written notice to Customer that the right to the License Fees hereunder has been assigned, in whole or in part, Customer shall, if requested, pay all assigned amounts directly to Assignee. Customer waives and agrees it will not assert against Assignee any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense it may have against

Cadence for any reason, including, but not limited to, any claims that Cadence failed to perform under this Agreement or termination of this Agreement. Customer waives all rights to make any claim against Assignee for any loss or damage to the Licensed Materials or breach of any warranty, express or implied, as to any matter whatsoever, including but not limited to the Licensed Materials and service performance, functionality, features, merchantability or fitness for a particular purpose, or any indirect, incidental or consequential damages or loss of business.

(c) **Obligations:** In the event Cadence assigns the Fees due hereunder, Customer shall pay Assignee all License Fees due and payable under this Agreement, but shall pursue any claims under this Agreement against Cadence. Except as provided in Section 5, neither Cadence nor its Assignees will interfere with Customer's quiet enjoyment or Use of the Licensed Materials in accordance with this Agreement's terms and conditions. Notwithstanding any assignment of the Fees by Cadence, Cadence shall remain obligated to perform all of its obligations under this Agreement.

13.4 U. S. GOVERNMENT CONTRACT PROVISIONS

This Agreement is for Customer's temporary acquisition of Licensed Materials for its internal Use. No Government procurement regulation or contract clauses or provision shall be deemed a part of any transaction between the parties under this Agreement unless its inclusion is required by law, or mutually agreed upon in writing by the parties in connection with a specific transaction. Customer acknowledges that Cadence represents that the Licensed Materials and Documentation consist of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) (JUN 1995) and such Licensed Materials are "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (OCT 1995); that such Licensed Materials and Documentation constitute trade secrets of Cadence for all purposes of the Freedom of Information Act and if provided to the Government for; (i) acquisition by or on behalf of civilian agencies, are provided in accordance with the policy set forth in 48 C.F.R. 12.212; or (ii) acquisition by or on behalf of units of the Department of Defense, in accordance with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

13.5 FORCE MAJEURE

Except for Customer's payment obligation pursuant to Section 4, neither party shall be liable to the other party for delay in performing its obligations, or failure to perform any such obligations under this Agreement, if the delay or failure results from circumstances beyond the reasonable control of the party, including but not limited to, any acts of God, governmental act, fire, explosion, accident, war, armed conflict or civil commotion. In the event of any such delay, the time for performance shall be extended by

the amount of time lost by reason of such delay; provided however should an event of force majeure described in this section delay either party's performance in any material respect for a period of more than 90 days, then the other party shall have the option, upon giving written notice, to terminate this Agreement or the relevant Product Quotation or portion thereof affected by the delay.

13.6 WAIVER and SEVERABILITY

Failure by either party to enforce at any time any provision of this Agreement, or to exercise any election of options provided herein, shall not constitute a waiver of such provision or option, nor affect the validity of this Agreement or any part thereof, or the right of the waiving party to thereafter enforce each and every such provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

13.7 GOVERNING LAW

The procedural and substantive laws of the State of California, U.S.A., without regard to its conflicts of laws principles, will govern this Agreement. Any action brought to enforce this Agreement or its terms shall be brought within the state or federal courts of Santa Clara County, California. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and shall not apply to this Agreement.

13.8 SUBSIDIARIES

Subsidiaries of Customer may also order and Use Licensed Materials from Cadence under, and subject to the terms of, this Agreement. Each Subsidiary will have the same rights, duties and obligations as Customer under this Agreement. Customer agrees that it is responsible for enforcing the duties and obligations of each Subsidiary.

13.9 ENTIRE AGREEMENT

This Agreement and the attachments hereto are the complete and exclusive statement of the agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Only a written instrument duly executed by authorized representatives of Cadence and Customer may modify this Agreement.

13.10 DISPUTE RESOLUTION

(a) The parties shall attempt in good faith to resolve any dispute arising in connection with this Agreement informally according to the procedure set forth herein. Upon written request of a party identifying a dispute to be resolved, each party will designate a management representative with the responsibility and authority to resolve the dispute. The designated management representatives shall meet preliminarily within fifteen (15) days after the request is received from the requesting party. At this first meeting, the designated management representatives shall identify the scope of the dispute and the information needed to discuss and attempt to resolve the dispute. The management representatives shall then gather relevant information regarding the dispute and shall meet to discuss the issues and negotiate in good faith to resolve the dispute. Such second meeting shall occur within fifteen (15) days of the first meeting. In the event that the dispute cannot be settled by the management of the parties within sixty (60) days after commencing such good faith attempt, the parties agree, prior to litigation, to attempt in good faith to resolve such claim or controversy by mediation, in accordance with the Center for Public Resources Model Procedure for Mediation of a Business Dispute.

(b) Nothing, however, shall prohibit either party from seeking judicial relief if such party would be substantially prejudiced by a failure to act during the time that such good faith efforts are being made to resolve the claim or controversy. However, the right of either party to file a lawsuit does not abrogate each party's obligations under (a) above. Moreover, a party which elects to file a lawsuit shall provide written notice to the other party at the same time the lawsuit is filed with a court.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE OF AGREEMENT SET FORTH ABOVE.

CONEXANT SYSTEMS, INC.

By: [Signature]
Name: Allen L. L. L.
Title: Gen. Director ops
Date: 12/18/09

CADENCE DESIGN SYSTEMS, INC.

By: [Signature]
Name: Gabrielle L. Walker James Cowie
Title: Associate General Counsel Sr. V.P. & General Counsel
Date: 3-15-10

OK
WPC
Legal

Robert Garcia

Cadence Design Systems, Inc.

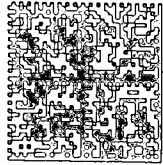
Credit & Collections Dept

2655 Seely Avenue

San Jose, CA 95134



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BMC GROUP



BMC Group, Inc.

att: Conexant Systems, Inc. Claims Processing

PO Box 3020

Chanhassen, MN 55317-3020