Synopsys, Inc. CoPilot Terms of Use

I. Your Agreement With Us

Synopsys, Inc. ("Synopsys") permits access to and use of the CoPilot tool (the "Service") subject to these terms and conditions (the "Terms"). PLEASE READ THESE TERMS CAREFULLY. BY USING THE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS. If you are agreeing to these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access the Service to these Terms and, in which case the terms "you" or "your" shall refer to such entity, its affiliates and users associated with it. If you do not have such authority, or if you do not agree with these Terms, you may not use this Service.

Synopsys reserves the right to change these Terms from time to time without notice. Please check these Terms periodically to see whether they have changed. If you use the Service after we post changes to the Terms, you accept such changes. Your only recourse if you disagree with the new Terms is to discontinue use of the Service.

II. Accessing the Service

You may not use the Service or the Service's vulnerability data/analysis ("Vulnerability Assessment") for any revenue generating commercial purpose except as otherwise stated herein or in the performance of services on behalf of any third party or as a service bureau. Synopsys will use reasonable efforts to keep the Service continuously available, but there may be times when the Service is not available due to circumstances beyond Synopsys's control. In addition, Synopsys reserves the right to interrupt, discontinue, modify, limit, and/or suspend the Service for any reason. You agree that Synopsys will not be liable to you for any such change to the Service.

Except as enabled by an application programming interface ("API") provided as a part of the Service, you may not access the Service through any automated mechanism or any other programmatic access. Separate API Agreements may govern your use of the APIs. These Terms, in their entirety, apply to your use of the APIs except where specifically modified in the applicable API Agreement.

The Service is the property of Synopsys and is protected by United States and international copyright laws.

The Service may link to material hosted by third parties on independent sites and services on the internet. Synopsys is not responsible or liable for such material, nor does Synopsys endorse or sponsor it. Synopsys has not reviewed the material on such third party sites, and makes no warranties or representations about the material, information, products, or services offered by third parties.

III. Acceptable Use

You agree not to use the Service to:

- Try to gain unauthorized access to any portion of the Service, or any other systems or networks connected to it, or to any Synopsys server by circumventing the Service's access control measures, either by hacking, password "mining" or any other means.
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or Synopsys's systems or networks, or any systems or networks connected to the Service or to Synopsys.
- Use the Service for illegal activity.
- Remove, circumvent, disable, damage, or otherwise interfere with features of the Service that implement security or usage limitations that are part of the Service including robots.txt, API limitations, or any other mechanisms.
- Use any means to damage, deny the use of, or restrict others' use of the Service.
- Falsify your identity or misrepresent your affiliation with another person or entity.
- Post or transmit any software exploits, computer viruses or trojans or software intended to interrupt, disrupt, damage, destroy, or limit the function or access to computer software, hardware, or telecommunications equipment or otherwise interfere with or disrupt other sites on the internet.
- Post or transmit any material that is harmful, threatening, offensive, hateful, discriminatory, obscene, contrary to any applicable laws or regulations, or that incites an illegal act.

Any such use of the Service, any other violation of these Terms, or any other fraudulent or illegal activity may result in the suspension or termination of your registered user account, and/or blocking of your access to the Service without notice.

IV. Registered Accounts

Primary access to the Service is currently provided via GitHub and accessed using your active GitHub account credentials. However, as a condition to using some features of the Service, obtaining additional information concerning the Service, or to continue using the Services in the absence of or in addition to GitHub, Synopsys may require you to register for an account, provide an email address, create a user profile, and select a user name and password. You agree to provide Synopsys with accurate and complete identity information including your email address, and agree to update your identity information promptly if it changes. You agree not to impersonate another person, falsify

your identity, use another user's account, or use the Service in any way to which you do not have authorization.

You are solely responsible for all activity that takes place under the authorization of your account. You hereby release Synopsys from any and all liabilities arising from such activity. You are responsible for maintaining the security of your password. You agree to promptly inform Synopsys if you know or suspect that your account's password or security has been breached.

Synopsys expressly disclaims any and all liability arising from revocation, cancellation, or suspension of your account for any reason. Your account and registration will terminate immediately upon your breach of any of the Terms. You may terminate your account and participation as a registered user at any time, without notice.

Synopsys respects your right to privacy. Synopsys will use any personally identifying information collected by the Service in accordance with Synopsys's Privacy Policy located at https://www.synopsys.com/company/legal/privacy-policy.html . Synopsys may collect aggregated and anonymized operational data such total number of projects scanned, number of projects scanned per continuous integration systems and the like.

You may not use any automated means to create an account including mass-registration of multiple accounts. Any such account created by automated means may be suspended or terminated without notice.

V. Disclaimer of Warranties

THE SERVICE AND THE VULNERABILITY ASSESSMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND. SYNOPSYS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARANTY IS MADE THAT THE SERVICES WILL OPERATE ERROR-FREE OR REGARDING THE RESULTS TO BE ACHIEVED.

Synopsys will have absolutely no liability in connection with the Service including without limitation, any liability for damage to your computer hardware, data, information or business resulting from use of the Service. Without limiting the generality of the foregoing, Synopsys will have no liability for:

1. Any loss or injury caused, in whole or in part, by its actions, omissions or negligence, or for contingencies beyond its control, in procuring, compiling or delivering the Service;
2. Any errors, omissions or inaccuracies in the Service regardless of how caused, or delays or interruptions in delivery of the Service; or
3. Any decision made or action taken or not taken in reliance upon the Service.

Synopsys makes no warranty, representation or guarantee as to the sequence, accuracy, timeliness or completeness of the Vulnerability Assessment or that the Vulnerability Assessment relied upon for any reason. Synopsys makes no warranty, representation or guarantee that the Service will be uninterrupted or error free or that any defects can be corrected. Synopsys reserves the right to do any of the following, at any time, without notice: to modify, suspend or terminate operation of or access to the Service, or any portion of the Service, for any reason.

VI. Limitation of Liability

Under no circumstances will Synopsys, Synopsys's subsidiaries, affiliated companies, agents, employees, shareholders or directors ("Synopsys Parties") be liable for any losses or damages whatsoever, whether in contract, tort or otherwise, from the use of, or reliance on, the Service or the Vulnerability Assessment.

Synopsys Parties are not liable under any circumstances, including but not limited to negligence, for any special or consequential damages that may result from the use of, or the inability to use, the Service, or from loss of use, profit, revenue, customers, data, reputation, good-will, or other intangible losses to you or any third party or person, even if the Synopsys Parties have been advised of the possibility of such damages.

Synopsys Parties are not liable for damages or injury, including but not limited to damages or injury caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of the Service, whether resulting, in whole or in part, from breach of contract, tortious behavior, negligence, or otherwise. This section only applies to the maximum extent allowable under applicable law. If you live in a jurisdiction that does not allow the disclaimer of implied warranties, or limitation or exclusion of liability or incidental or consequential damages, the above disclaimer, limitation or exclusion may not apply to you.

In no event will Synopsys's total liability to you for damages, losses and causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise exceed $100.

VII. Indemnity

You agree to defend, indemnify and hold harmless the Synopsys Parties from and against any and all liabilities including, but not limited to losses, expenses, damages, costs, and reasonable attorneys' fees, resulting from, or in connection with, whether directly or indirectly, your violation of these Terms. You also agree to defend, indemnify and hold harmless the Synopsys Parties from and against any and all claims brought by third parties arising out of your use of any of the Service. Synopsys Parties may participate in the defense and settlement at its own expense with counsel of its own

choosing. You shall not settle any claim or action without the Synopsys Parties prior written consent.

VIII. General Terms

i. Jurisdiction and Applicable Law

Unless otherwise specified, Synopsys controls and operates the Service within the State of California, United States of America, and the laws of the State of California govern these Terms. If you take legal action relating to these Terms, you agree to file such action only in the federal or state courts of the Northern District of California and you consent and submit exclusively to the personal jurisdiction of those courts for the purposes of litigating any such action.

These Terms are void where prohibited by law, and in such jurisdictions, Synopsys revokes your right to access the Service. Synopsys makes no claim that the Service is legal to access or use outside of the United States of America. You access the Service at your own risk, and you are responsible for complying with the laws of your jurisdiction.

Software made available by the Service is subject to United States export controls. Software from the Service may not be downloaded or otherwise exported or re-exported to certain countries. In particular, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria) or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

ii. Waiver and Severability

The failure of Synopsys to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision. If any term or section of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, all remaining provisions will be considered in effect, valid, and enforceable. You agree that no membership, shareholder, affiliate, joint venture, partnership, employment, or agency relationship exists between you and Synopsys or its affiliates as a result of these Terms, your use of any of the Service, or your registered account on the Service.

iii. Survival

Sections V. (Disclaimer of Warranties), VI. (Limitation of Liability), and Section VIII.i. (Jurisdiction and Applicable Law) shall survive any termination of these Terms by you or Synopsys.