

PROPRIETARY INFORMATION  
AND  
INVENTIONS AGREEMENT

The following confirms an agreement between me and Synopsys, Inc. (the "Company"), which is a material part of the consideration for my employment by the Company.

1. I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future, including fields generally related to its business and that the Company possesses and continues to possess information that has been created, discovered, developed or otherwise become known to the Company (including, without limitation, information created, discovered or developed by, or made known to, me during the period of or arising out of my employment by the Company) and/or in which property rights have been assigned, licensed or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, data and know-how, computer software, improvements, inventions, works of authorship, techniques, marketing plans, strategies, forecasts and copyrightable material and customer lists.

2. I understand that my employment creates a relationship of confidence and trust between me and the Company with respect to any information:

(i) applicable to the business of the Company; or

(ii) applicable to the business of any client or customer of the Company, which may be known to me by the Company or by any client or customer of the Company, or learned by me during the period of my employment.

3. In consideration of my employment by the Company and the compensation received by me from the Company from time to time, I hereby agree as follows:

A. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be sole owner of all patents, copyrights and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties to the Company.

B. All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by me or others in connection with my employment shall be and remain the sole property of the Company and shall be returned to the Company immediately as and when requested by the Company. Even if the Company does not so request, I shall return and deliver all such property upon termination of my employment by me or the Company for any reason and I will not take with me any such property or any reproduction of such property upon such termination.

C. I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, works of authorship, processes, techniques, know-how, formulas,

data, ideas and other information (including, without limitation, my algorithms or software), whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment (all said improvements, inventions, works of authorship, processes, techniques, know-how, formulae, data, ideas and other information shall be hereinafter collectively called "Inventions").

D. I agree that all Inventions which I make, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my employment shall be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code (hereinafter called "Section 2870"), a copy of which is attached hereto as Exhibit B, and to the extent permitted by law, shall be "works made for hire." The Company shall be the sole owner of all patents, copyrights, trade secret rights, rights with respect to other intellectual property or other rights in connection therewith (including, without limitation, such rights in algorithms or software). I hereby assign to the Company any rights I may have or acquire in such Inventions. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining and enforcing patents, copyrights, trade secret rights, rights with respect to such Inventions and/or other Inventions I have or may at any time assign to the Company in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any applications or related filings and to do all other lawfully permitted acts to further the prosecution, maintenance and enforcement, issuance of patents, copyrights, trade secret rights, rights with respect to mask works or other rights thereon with the same legal force and effect as if executed by me.

E. As a matter of record, I attach hereto a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company which have been made by me or jointly with others prior to my employment with the Company that I desire to remove from the operation of this Agreement, and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions and improvements at the time of signing this Agreement.

F. During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason or devote less than all of any such employee's efforts to the affairs of the Company, provided that the foregoing shall not affect any responsibility I may have as an employee if the Company with respect to the bona fide hiring and firing of Company personnel.

G. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith.

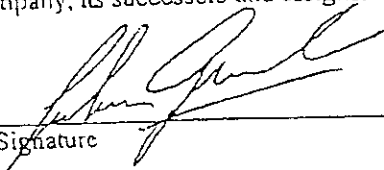
H. I represent that execution of this Agreement, my employment with the Company and my performance of my proposed duties to the Company in the development of its business will not violate any obligations I may have to my former employer.

I. This Agreement does not require assignment of an invention which an employee cannot be obligated to assign under Section 2870. However, I will disclose any Inventions as required by Section 3(c) hereof regardless of whether I believe the Invention is protected by Section 2870, in order to permit the Company to engage in a review process to determine such issues as may arise. Such disclosure shall be received in confidence by the Company.

4. This Agreement shall be effective as of the first day of my employment by the Company: June 26 1995 (date).

5. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its successors and assigns.

Dated: 5/17/95

  
\_\_\_\_\_  
Signature

Lukas van Ginneken  
\_\_\_\_\_  
(Print or Type Name)

Accepted and agreed to:

Synopsys, Inc.

By  \_\_\_\_\_

EXHIBIT A  
TO  
SYNOPSYS, INC. PROPRIETARY INFORMATION  
AND INVENTIONS AGREEMENT

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Synopsys, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

\_\_\_\_\_ No inventions or improvements


\_\_\_\_\_ See below

Additional sheets attached

2. I propose to bring to my employment the following materials and documents of a former employer:

No materials or documents

\_\_\_\_\_ See below

  
\_\_\_\_\_  
Signature

Lukas van Gmoecken,  
Print or Type Name

EXHIBIT B  
TO  
SYNOPSYS, INC. PROPRIETARY INFORMATION  
AND INVENTIONS AGREEMENT

Section 2870. Application of provision providing that employee shall assign or offer to assign rights in inventions to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to her or her employer shall not apply to an invention that the employee entirely on his or her own time without using the employer's equipment, supplies, facilities or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development by the employer;

(2) result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Synopsys, Inc. (the Company) that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

[0] "Efficient orthonormality testing for synthesis with pass transistor selectors" by M. R. C. M. Berkelaar and -, accepted at the International Workshop on Logic Synthesis, June 1995.

[1] "Timing Verification and Optimization for the PowerPC Processor Family", by R.E. Mains, T. A. Mosher, - and R.F. Damiano, in: Proc. Int. Conf. on Computer Design, pp.390-393, Boston, Oct. 10-12, 1994.

[2] "In the driver's seat of BooleDozer" by D. Brand and R.F. Damiano, -, A. D. Drumm, in: Proc. Int. Conf. on Computer Design, pp. 518-521, Boston, Oct. 10-12, 1994.

[3] "Grammar-based optimization of synthesis scenarios" by A. Kuehlmann and -, in: Proc. Int. Conf. on Computer Design, pp. 20-25 Boston, Oct. 10-12, 1994.

[4] "Tuning of logic synthesis scenarios" by - and A. Kuehlmann, Workshop notes of the Int. Workshop on logic synthesis, paper P7c, Tahoe City, May 23-26, 1993.

[5] "Fanin ordering in multi-slot timing" by -, Proc. Int. Conf. on Computer Design, pp. 44-47, Cambridge, Oct. 11-14, 1992.

[6] "The complexity of adaptive annealing" by R. H. J. M. Otten and -, Proc. Int. Conf. on Computer Design, pp. 404-407, Cambridge, Sept. 17-19, 1990.

[7] "Buffer placement in distributed RC-tree networks for minimal Elmore delay" by -, Proc. Int. Symp. on Circuits and Systems, pp. 865-868, New Orleans, May 2-5, 1990.

[8] "Optimal slicing of plane point placements" by - and R. H. J. M. Otten, Proc. European Design Automation Conf. pp. 322-236, Glasgow, March 12-15, 1990.

[9] The annealing algorithm by R. H. J. M. Otten and -, ISBN 07923-9022-9, Boston:Kluwer, 1989.

[10] The predictor-adaptor paradigm - automation of custom layout by flexible design by -, Ph.D. thesis, ISBN 90-9002703-3, Eindhoven, 1989.

[11] "Doubly folded transistor matrix layout" by - and J. T. J. van Eijndhoven, A. H. C. M. Brouwers, Digest Int. Conf. on Computer Aided Design, Santa Clara, Nov. 7-10, 1988.

[12] "Stop criteria in simulated annealing" R. H. J. M. Otten and -, Proc.

Int. Conf. on Computer Design, pp.549-552, Port Chester, Oct. 3-5,  
1988.

[13] "An inner loop criterion for simulated annealing" by - and R.H.J.M. Otten, Physics letters A, 130:429-435, 1988.

[14] "Soft Macro Cell generation by two dimensional folding" by - and J. T. J. van Eijndhoven, P. R. M. van Teeffelen, T. J. Deckers, Proc. Int. Symp. on Circuits and Systems, pp. 727-730, Espoo, June 1988.

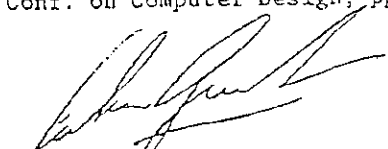
[15] "Gridless routing of general floor plans" by - and J. A. G. Jess, Digest Int. Conf. on Computer Aided Design, pp. 30-33, Santa Clara Nov. 9-12, 1987.

[16] "Wire planning for stackable designs", by R. K. Brayton, C. L. Chen, J. A. G. Jess, R. H. J. M. Otten and -, Proc. Int. Symp. on VLSI technology, pp.269-273, Taipei, May 13-15, 1987.

[17] "Global wiring for custom layout design" by - and R. H. J. M. Otten, Proc. Int. Symp. on Circuits and Systems. pp.207-208, Kyoto, June 5-7, 1985.

[18] "Floor plan design using simulated annealing" by R. H. J. M. Otten and -, Digest Int. Conf. on Computer Aided Design, pp. 96-98, Santa Clara, Nov. 1984.

[19] "Stepwise layout refinement" by - and R. H. J. M. Otten, Proc. Int. Conf. on Computer Design, pp. 30-36, Port Chester, Oct.8-11, 1984.



Lukas van Ginneken