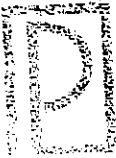
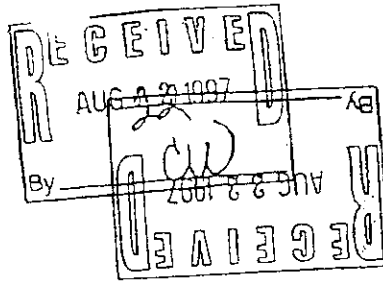


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August 18, 1997

Bryn Ekroot, Esq.
Associate General Counsel
Synopsis, Inc.
700 East Middlefield Road
Mountain View, California 94043-4033

Re: Dr. Lukas van Ginneken

Dear Mr. Ekroot:

Your July 23, 1997 letter to Jorge del Calvo regarding Dr. Lukas van Ginneken has been referred to me for a response.

Magma has reviewed your letter and the Synopsis Proprietary Information and Inventions Agreement ("Synopsis Agreement") which was enclosed therewith. You are correct in your assumption that Dr. van Ginneken intends to honor his obligations under his Proprietary Information Agreement with Synopsis. Moreover, Magma is in the practice of taking appropriate steps to protect its trade secrets as well as the trade secrets of its employees' former employers. Consequently, Magma requires its employees, including Dr. van Ginneken, to execute a Proprietary Information and Inventions Agreement ("Magma Agreement"). The Magma Agreement contains the following relevant provision:

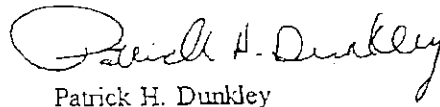
No Improper Use of Materials. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

Bryn Ekroot, Esq.
August 18, 1997
Page 2

As you know, the technical skills possessed by Dr. van Ginneken did not originate during his employment at Synopsys. At the time Dr. van Ginneken commenced employment with Synopsys he possessed considerable experience in the areas of logic synthesis algorithms, logic optimization algorithms and placement algorithms as is reflected in Exhibit A to the Synopsys Agreement. Additionally, the alleged trade secrets surrounding constant delay techniques alleged by Synopsys have been published by several authors as early as 1990. Moreover, a substantial amount of Dr. van Ginneken's experience in some of the above areas was gained by him during his employment at IBM. Because of Dr. van Ginneken's experience at IBM, Synopsys included in its Proprietary Information Agreement a paragraph which represents that during his employment at Synopsys he will not breach any agreement and will keep confidential information obtained during his prior employment. This provision was for the protection of Dr. van Ginneken's former employer, IBM, as well Synopsys. I assume that even though Dr. van Ginneken utilized the same or similar technical skills at Synopsys as he did at IBM, Synopsys was able to adequately protect the proprietary information of IBM. Likewise, Dr. van Ginneken will protect Synopsys' proprietary information during his employment at Magma just as he protected IBM's proprietary information while being employed at Synopsys.

Magma is confident that Dr. van Ginneken has and will continue to abide by the terms of the Magma Agreement in the performance of his duties for Magma. Notwithstanding the fact that Magma has no obligation to do so, and without waiving any rights, Magma will reiterate to Dr. van Ginneken his duty to abide by his Synopsys Agreement.

Very truly yours,



Patrick H. Dunkley

cc: Mr. Rajiv Madhavan
Dr. Lukas Van Ginneken

Jorge del Calvo